



PARKER, SMITH & FEEK  
1919 BANK OF CALIFORNIA  
SEATTLE, WASHINGTON 98164

DATE: OCTOBER 20, 1977

INSURANCE REGISTER OF: NORTHERN COMMERCIAL COMPANY ET AL

PAGE 28

*Renewed in accordance*

COMPANY AND POLICY NO.	POLICY TERM	AMOUNT	ALL PROPERTY & BUSINESS INTERRUPTION INSURANCE
<p>NATIONAL UNION FIRE INSURANCE COMPANY NO. 7448232</p> <p>Parker, Smith &amp; Feek, Inc., will be revising this resume upon completion of surveys.</p> <p><i>Prem - \$ 245,529</i></p> <p><u>NAMED INSURED:</u></p> <p>Northern Commercial Co. and Its Divisions, Subsidiary and Affiliated Companies and Corporations, as is now or may hereafter be constituted</p> <p><u>SCHEDULED LOCATIONS:</u></p> <p>\$9,000,000 on premises, Tukwila, WA.</p> <p>\$8,000,000 on premises situated on: Arctic Blvd., (formerly Campbell Station Rd. Anchorage)</p> <p>\$3,000,000 on premises, 2500 Westlake Ave. No., Seattle</p> <p>\$13,000,000 NC Machinery operations (including leased premises) Slease Highway O.C.L., Fairbanks, Alaska</p> <p>\$2,500,000 on premises, 2030 Freeway Dr., Mt. Vernon, WA.</p>	<p>2-1-75 to 12-31-77</p>	<p>\$2,000,000.</p>	<p><u>Coverage</u> "All Risks" of physical loss including quake subject to standard exclusions &amp; limitations such as wear &amp; tear, war &amp; flood.</p> <p>At any one location except those locations scheduled on the policy.</p> <p><u>SECTION I - PROPERTY INSURANCE</u></p> <p>All real and personal property, including improvements and betterments, owned, leased, rented, acquired or occupied by the Insured, or property of others in the custody of the Insured for which the Insured is liable or has assumed liability located anywhere in the United States and Canada.</p> <p><u>SECTION II - BUSINESS INTERRUPTION</u></p> <p>The actual loss of gross earnings sustained by the Insured resulting from the above perils of coverage causing partial or total suspension of business anywhere in the United States of America and Canada</p> <p>\$5,000 Deductible per occurrence at each location for all loss except Quake</p> <p><u>Earthquake Deductible:</u> The combined deductible for loss or damage by earthquake shall be the greatest of the following per occurrence at each location.</p> <p>a. \$5,000 or b. 5% of the total value at location of loss, subject to maximum of \$100,000.</p>

*(go over corresp - before putting to deal & transfer important info -)*

No. 7448232

NEW

RENEWAL OF NUMBER



COVERAGE IS PROVIDED IN THE  
COMPANY DESIGNATED BY NUMBER  
A STOCK INSURANCE COMPANY  
(HEREIN CALLED THE COMPANY)

- 1 NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA.
- 2 AMERICAN HOME ASSURANCE COMPANY
- 3 THE INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA

MEMBERS OF THE  
AMERICAN INTERNATIONAL GROUP  
EXECUTIVE OFFICES  
102 MAIDEN LANE  
NEW YORK, N.Y.

*Elaine Erken*  
*NC assigned her to*  
*be Equip Valuator*

Alexander & Alexander Inc.  
1414 IBM Building  
Seattle, Washington 98101  
Telephone 206 623-7070

**Alexander  
& Alexander**

Insured's Name and Mailing Address

NORTHERN COMMERCIAL COMPANY, ET AL  
(AS PER FORM ATTACHED)  
1110 THIRD AVENUE  
SEATTLE, WASHINGTON 98101

*Augustine  
Geyse*

POLICY PERIOD: FROM 2/1/75 TO 12/31/77 AT NOON, STANDARD TIME  
AT PLACE OF ISSUANCE SEATTLE, WASH. Years TERM

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.  
INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST  
OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Cover- age(s) Provided (Insert Name of Each)
\$100% OF XXXXXXX LIMITS	\$ VARIOUS	\$ DUE 2/1/75	\$ DUE 12/31/75 12/31/76	FIRE AND LIGHTNING EXTENDED COVERAGE ALL RISK
\$820,051. TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P.		TOTAL(S) \$256,829.	\$281,611.	

Item No.	Amount Fire or Fire and Extended Cov- erage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
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\$100% OF LIMITS

PROPERTY DAMAGE & BUSINESS INTERRUPTION  
(U & O) INSURANCE

ALEXANDER & ALEXANDER BROKER'S FORM ATTACHED  
(11 PAGES)

ENDORSEMENTS 1 THRU 11 INCLUSIVE

*NCC*  
*NCCM-300*  
Cust. No.                       
Broker No. 1                       
Broker No. 2 09  
Business Code                       
Company Code 09

Subject to Form No(s).

AS PER FORMS ATTACHED

Mortgage Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:  
AS PER FORMS ATTACHED

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

Agency at SEATTLE, WASHINGTON

Countersignature Date FEBRUARY 20th, 1975

*George M. Richner* Agent

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST  
THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

DTP 14 X W

MAD 04 1075

*Copies of Insured's Policies*

CONFIDENTIAL BUSINESS INFORMATION - DO NOT DISCLOSE

SKN 003519

1 **Concealment,** This entire policy shall be void if, whether  
2 **fraud.** before or after loss, the insured has wil-  
3 fully concealed or misrepresented any ma-  
4 terial fact or circumstance concerning this insurance or the  
5 subject thereof, or the interest of the insured therein, or in case  
6 of any fraud or false swearing by the insured relating thereto.  
7 **Uninsurable** This policy shall not cover accounts, bills,  
8 **and** currency, deeds, evidences of debt, money or  
9 **excepted property.** securities; nor, unless specifically named  
10 hereon in writing, bullion or manuscripts.  
11 **Perils not** This Company shall not be liable for loss by  
12 **included.** fire or other perils insured against in this  
13 policy caused, directly or indirectly, by: (a)  
14 enemy attack by armed forces, including action taken by mili-  
15 tary, naval or air forces in resisting an actual or an immediately  
16 impending enemy attack; (b) invasion; (c) insurrection; (d)  
17 rebellion; (e) revolution; (f) civil war; (g) usurped power; (h)  
18 order of any civil authority except acts of destruction at the time  
19 of and for the purpose of preventing the spread of fire, provided  
20 that such fire did not originate from any of the perils excluded  
21 by this policy; (i) neglect of the insured to use all reasonable  
22 means to save and preserve the property at and after a loss, or  
23 when the property is endangered by fire in neighboring prem-  
24 ises; (j) nor shall this Company be liable for loss by theft.  
25 **Other Insurance.** Other insurance may be prohibited or the  
26 amount of insurance may be limited by en-  
27 dorsement attached hereto.  
28 **Conditions suspending or restricting insurance.** Unless other-  
29 wise provided in writing added hereto this Company shall not  
30 be liable for loss occurring  
31 (a) while the hazard is increased by any means within the control  
32 or knowledge of the insured; or  
33 (b) while a described building, whether intended for occupancy  
34 by owner or tenant, is vacant or unoccupied beyond a period of  
35 sixty consecutive days; or  
36 (c) as a result of explosion or riot, unless fire ensue, and in  
37 that event for loss by fire only.  
38 **Other perils** Any other peril to be insured against or sub-  
39 **or subjects.** ject of insurance to be covered in this policy  
40 shall be by endorsement in writing hereon or  
41 added hereto.  
42 **Added provisions.** The extent of the application of insurance  
43 under this policy and of the contribution to  
44 be made by this Company in case of loss, and any other provision  
45 or agreement not inconsistent with the provisions of this  
46 policy, may be provided for in writing added hereto, but no provision  
47 may be waived except such as by the terms of this policy  
48 is subject to change.  
49 **Waiver** No permission affecting this insurance shall  
50 **provisions.** exist, or waiver of any provision be valid,  
51 unless granted herein or expressed in writing  
52 added hereto. No provision, stipulation or forfeiture shall be  
53 held to be waived by any requirement or proceeding on the part  
54 of this Company relating to appraisal or to any examination  
55 provided for herein.  
56 **Cancellation** This policy shall be cancelled at any time  
57 **of policy.** at the request of the insured, in which case  
58 this Company shall, upon demand and sur-  
59 render of this policy, refund the excess of paid premium above  
60 the customary short rates for the expired time. This policy  
61 may be cancelled at any time by this Company by giving  
62 to the insured a five days' written notice of cancellation with  
63 or without tender of the excess of paid premium above the pro  
64 rata premium for the expired time, which excess, if not tendered,  
65 shall be refunded on demand. Notice of cancellation shall  
66 state that said excess premium (if not tendered) will be re-  
67 funded on demand.  
68 **Mortgagee** If loss hereunder is made payable, in whole  
69 **interests and** or in part, to a designated mortgagee not  
70 **obligations.** named herein as the insured, such interest in  
71 this policy may be cancelled by giving to such  
72 mortgagee a ten days' written notice of can-  
73 cellation.  
74 If the insured fails to render proof of loss such mortgagee, upon  
75 notice, shall render proof of loss in the form herein specified  
76 within sixty (60) days thereafter and shall be subject to the provisions  
77 hereof relating to appraisal and time of payment and of  
78 bringing suit. If this Company shall claim that no liability existed  
79 as to the mortgagor or owner, it shall, to the extent of pay-  
80 ment of loss to the mortgagee, be subrogated to all the mort-  
81 gagee's rights of recovery, but without impairing mortgagee's  
82 right to sue; or it may pay off the mortgage debt and require  
83 an assignment thereof and of the mortgage. Other provisions

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

P. E. Neath

Secretary

En. Dickinson Jr.

President

**STATE  
EXCEP-  
TIONS**

**FLORIDA:** The words "five days" in line 62 of the provisions hereinafter, are changed to "ten days".

**KANSAS:** The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "Twelve months" in line 161 are changed to "sixty months".

**MAINE:** The words "five days" in line 62 are changed to "ten days". The words "twelve months" in the line 161 are changed to "two years".

**NORTH CAROLINA:** The words "twelve months" in line 161 are changed to "thirty-six months".

**NORTH DAKOTA:** The words "twelve months" in line 161 are changed to "thirty-six months".

**OREGON:** The time of inception and the time of expiration for fire coverage will be 12:01 a.m., Standard Time, at location of property involved.

**WISCONSIN:** The words "five days" in line 62 are changed to "ten days".

**MISSOURI:** "Lines 60 through 67 are changed to read: 'This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days' written notice of cancellation, nonrenewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand.'"

Thirty days notice will be given in all cases except nonpayment of premium, evidence of incendiarism or misrepresentation in which cases five days notice is sufficient.

		YEAR	MO.	DAY
Date of Cancellation.....				
Date of Policy.....				
Time in Force.....				

PERILS	WHOLE	EARNED	RETURN	N.B.F.U. Code
Fire				
E. C. E.				
<b>Total</b>				x x x x x
Deduct Unpaid Installments				
Cash Return Premium				

☐ Short Rate      ☐ Pro Rata  
If Cancelled Pro Rata, Explain Why:

.....  
.....

Give Information Applying to Replacing Policy Covering Same Property:

Company.....

No. of Policy.....Term.....

Date.....Amount.....

Rate(s).....

State.....Town.....

(Sign Here).....

AGENT

NORTHERN COMMERCIAL COMPANY

AND

ITS DIVISIONS, SUBSIDIARY AND AFFILIATED COMPANIES AND CORPORATIONS

(AS IS NOW OR MAY HEREAFTER BE CONSTITUTED)

PROPERTY DAMAGE AND BUSINESS INTERRUPTION (U&O) INSURANCE

1. PROPERTY INSURED

This policy insures all real and personal property of every description (including improvements and betterments) owned, leased, rented, acquired or occupied by the insured, or property of others in the custody of the insured for which the insured is liable or has assumed liability (excluding property in transit) located anywhere in the United States of America and Canada.

2. PERILS INSURED

This policy insures against "all risks" of physical loss occurring during the period of this policy, including loss caused by order of civil authority.

3. PROPERTY EXCLUDED

This policy does not insure loss or damage to:

- A. Land values.
- B. Money, currency, notes, securities, deeds, accounts and evidences of debt.
- C. Property sold by the insured under conditional sale or other deferred payment plan after delivery to customers.
- D. Property in course of ocean transit.
- E. Aircraft.
- F. Watercraft, other than those held by the insured for sale.

4. PERILS EXCLUDED, Unless fire, explosion or sprinkler leakage ensues and then these exclusions shall not apply to resulting loss.

- A. Wear, tear, gradual deterioration and inherent vice.
- B. Infidelity on the part of the insured or their employees.

RECEIVED

NOV 13 1975

It is understood and agreed Paragraph No. 4, A through F is deleted in its entirety and the following substitution made in lieu thereof.

4. PERILS EXCLUDED: THIS POLICY DOES NOT INSURE AGAINST:

Northern Commercial Co.  
ANS'D BY \_\_\_\_\_

- A. Loss or damage caused by or resulting from,  
  
Wear, tear, gradual deterioration and inherent vice unless fire or explosion or sprinkler leakage ensues and then only for direct loss or damage caused by such ensuing fire or explosion or sprinkler leakage;
- B. Loss or damage caused by or resulting from,  
  
Infidelity on the part of the insured or their employees unless fire or explosion or sprinkler leakage ensues and then only for direct loss;
- C. Loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority;
- D. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion;
- E. Loss or damage arising directly or indirectly from nuclear reaction or nuclear radiation, however, such nuclear reaction or nuclear radiation may have been caused. Nevertheless, if a fire arises directly or indirectly from nuclear reaction or nuclear radiation, any loss or damage arising directly from the fire shall (subject to the provisions of this policy) be covered excluding, however, all loss or damage caused by nuclear reaction or nuclear radiation arising directly or indirectly from that fire;
- F. Breakdown or derangement of machinery and/or boiler explosion, unless fire ensues, and then only for the actual loss or damage caused by such ensuing fire;
- G. All loss the originating cause of which is flood. The word "flood" shall mean the rising or overflow of rivers and streams or the cutting away of their banks by action of the flow, unless fire or explosion ensues; and then only for the actual loss or damage caused by such ensuing fire or explosion.

ATTACHED TO AND FORMING A PART OF POLICY NO. 744-82-32 of the

NATIONAL UNION FIRE INSURANCE COMPANY

ISSUED TO NORTHERN COMMERCIAL COMPANY

ACCEPTED BY: \_\_\_\_\_  
(Named Insured)

- C. Loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority.
- D. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
- E. Loss or damage arising directly or indirectly from nuclear reaction or nuclear radiation, however, such nuclear reaction or nuclear radiation may have been caused. Nevertheless, if a fire arises directly or indirectly from nuclear reaction or nuclear radiation, any loss or damage arising directly from that fire shall (subject to the provisions of this policy) be covered excluding, however, all loss or damage caused by nuclear reaction or nuclear radiation arising directly or indirectly from that fire.
- F. Breakdown or derangement of machinery and/or boiler explosion, unless fire ensues, and then only for the actual loss or damage caused by such ensuing fire.
- G. All loss the originating cause of which is flood. The word "flood" shall mean the rising or overflow of rivers and streams or the cutting away of their banks by action of the flow.

## BUSINESS INTERRUPTION (U & O)

5. Subject to all terms and conditions otherwise expressed herein.
- A. This policy shall also cover against loss resulting from necessary interruption of business conducted by the Assured caused by direct physical loss, damage or destruction by any of the perils covered during the term of this policy, to real or personal property as otherwise insured hereunder.
- B. If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED BY THE ASSURED, consisting of:
- Item I The net profit which is thereby prevented from being earned; and
  - Item II On all fixed charges and expenses, only to the extent that they must necessarily continue during the interruption of business and only to the extent to which they would have been earned had no loss occurred, including, but not limited to, salaries of indispensable employees, superintendents, executives and employees under contract, taxes, interest, rents, royalties, premiums, special contracts, dues, subscriptions, fees, accounting and legal expenses and fees.
- C. The length of time of suspension for which loss may be claimed:
- 1. Shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the above described property as has been destroyed or damaged; and
  - 2. Shall commence with the date of such destruction or damage and not be limited by the date of expiration of this policy.
- D. Expenses to Reduce Loss: This policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy, not exceeding, however, the amount by which the loss under this policy is thereby reduced.
- E. Experience of the Business: In determining the amount of net profit, charges and expenses covered hereunder, for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.



- F. This policy is extended to cover interruption of business as otherwise insured against by this policy, resulting from damage to or destruction of any generating plant, power house, sub station, transformer, or other equipment or machinery, including transmission lines, furnishing electricity, steam or gas to and not located on the insured's premises.

6. EXTRA EXPENSE INSURANCE

This company shall be liable under this policy for the actual loss sustained by reason of such extra expense as it may be necessary to incur to continue the normal conduct of the business of the insured for not exceeding such length of time plus not exceeding thirty (30) additional days, commencing with the date of destruction or damage, and not limited by the date of expiration of this policy, as shall be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as may be destroyed or damaged.

7. RENTAL INCOME INSURANCE

If any one location which is leased or rented from or to others, including lease or rental agreements to or from affiliated or subsidiary companies of the insured be damaged or destroyed during the term of this policy by the perils insured against so as to render such wholly or partially untenable this company shall be liable for the loss of "rental income" as defined herein, resulting from such untenability, less such charges and expenses as do not necessarily continue during the period of untenability, but not exceed the actual loss sustained resulting from such untenability, and for only such length of time, plus exceeding thirty (30) additional days, as would be required with the exercise of due diligence and dispatch to restore to a tenable condition such property as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy.

The term "rental income" as stated herein shall mean:

The rental income derived by the insured, or any additional insured for whom the insured has agreed to provide rental income insurance from property insured hereunder determined according to Bona Fide leases, contracts or agreements in force, plus fair rental value of those portions of any property insured hereunder which are occupied by the insured or which are with or without any occupant.

8. LIMITS OF LIABILITY (PROPERTY DAMAGE AND U & O)

The liability under this policy for loss or damage by any one occurrence at any one location shall not exceed \$2,000,000 ~~or as follows or later endorsed.~~

1. \$ 9,000,000.00 on premises, Tukwila, Washington

*see end. #15*  
2. ~~10,000,000.00~~ <sup>see end. #18</sup> ~~Department Store and related distribution center operations, Anchorage, Alaska~~ *off 3-5-75*

*see end. #16*  
3. ~~8,000,000.00~~ <sup>8</sup> on premises situate on Arctic Blvd. (formerly Campbell Station Road), Anchorage, Alaska

*see end. #13*  
4. ~~3,000,000.00~~ <sup>8</sup> ~~on department store operations, Fairbanks, Alaska~~ *off 3-5-75*

5. 3,000,000.00 on premises, 2500 Westlake Avenue North, Seattle, Washington

6. 13,000,000.00 NC Machinery operations (including leased premises) Steese Highway, O.C.L., Fairbanks, Alaska

7. 3,500,000.00 Bethel Site, Bethel, Alaska (New and old sites)

*see end. #24*  
8. ~~2,500,000.00~~ ~~on premises of Caterpillar Sales and Service, Whitehorse, Yukon Territory~~

9. 2,500,000.00 premises 2020 Freeway Drive, Mt. Vernon, Washington

9. DEDUCTIBLE CLAUSE - ALL LOSS EXCEPT EARTHQUAKE

The combined deductible for all loss except from earthquake shall be \$5,000.00 per occurrence at each location.

10. DEDUCTIBLE CLAUSE - EARTHQUAKE

The combined deductible for loss or damage by earthquake shall be the greatest of the following per occurrence at each location.

- a) \$5,000.00 or
- b) 5% of the total value at location of loss, subject to maximum of \$100,000.

11. OCCURRENCE - DEFINED

The term "occurrence" shall mean any one loss, disaster or casualty or series of losses, disasters, or casualties arising out of one event.

12. EARTHQUAKE - DEFINED

Each loss by earthquake shall constitute a single claim hereunder; provided, if more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this policy, such earthquake shocks shall be deemed to be a single earthquake within the meaning hereof. This company shall not be liable for any loss caused by any earthquake shock occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

13 a. LOCATION - DEFINED

Location shall be as specified in the special list of locations or in the case of property at "unlisted locations" location shall mean all property at the operation premises and any warehousing that is subsidiary to it and located in the vicinity of the operation.

13 b. CIVIL AUTHORITY - DEFINED

Any loss or increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair, demolition, condemnation or destruction of any property insured hereunder, including the loss of use thereof. Civil authority includes but is not limited to any municipal, city, county, state or federal authority.

## GENERAL CONDITIONS

### 14. ADDITIONAL INSURED

Any other entity for which the insured has agreed in writing to provide insurance, or which is specifically added hereto by endorsement, is included as an additional insured hereunder.

### 15. LOSS PAYABLE

Loss, if any, hereunder, shall be adjusted with the insured and payable to the insured or order, in United States currency.

### 16. VALUATION CLAUSE

#### A. PROPERTY SOLD BUT NOT DELIVERED

This company shall not be liable for more than the net selling price of the insured after all allowances and discounts.

#### B. ALL REAL AND PERSONAL PROPERTY

This company's liability for loss or damage shall be:

- 1) The amount of insurance provided for in this policy;
- 2) The replacement value (without deduction for depreciation) of the insured property at the time and place of loss;
- 3) On inventory, the insured's cost landed.

### 17. EXTENSIONS OF COVERAGE

This company will pay:

- A. DEMOLITION: Any increase of loss occasioned by the enforcement of any ordinance or law regulating construction or repair which necessitates the demolition of any portion of the property insured hereunder which has not suffered damage by the perils insured against, or which necessitates, in repairing or replacing the property insured hereunder which has not suffered damage by the perils insured against, or which has undergone demolition, a greater cost of repair or replacement;
- B. DEBRIS REMOVAL: For expenses incurred in the removal of debris occasioned by loss insured against in this policy;
- C. PERSONAL EFFECTS: At the option of the insured, for loss or damage to personal effects, the property of the insured or others;

- D. CONSEQUENTIAL DAMAGE: For consequential loss or property covered hereunder caused by change of temperature resulting from total or partial destruction by any peril insured against in this policy, or refrigerating or cooling apparatus, connections or supply pipes thereof;

18. ERROR OR OMISSION

It is agreed that this insurance shall not be prejudiced by any inadvertent omission or error in description if prompt notice be given this company as soon as said omission or error becomes known.

19. TENANT'S IMPROVEMENTS AND BETTERMENTS

"Tenant's improvements and betterments" are covered as personal property of the named insured under this policy, regardless of whether or not the same have or will become a permanent or integral part of the building(s) or the property of the builder owner or lessor. This company agrees to accept and consider the insured in the event of loss in the position of sole and unconditional owner of such "tenant's improvements and betterment's" irrespective of any limitation upon the interest of the insured resulting from any lease or rental agreement affecting the same. This policy, however, shall not contribute to the payment of any loss to "tenant's improvements and betterments" covered under any policy or policies issued in the name of the owner of said building(s) or of others than the insured name in this policy.

20. AUTOMATIC REINSTATEMENT

Any loss hereunder shall not reduce the amount of this policy.

21. WAIVER OF SUBROGATION

This company agrees to waive any right of subrogation against any entity at the request of the insured, whether such request is made before or after a loss occurs.

22. WAR AND NUCLEAR EXCLUSION

Loss or damage caused by or resulting from:

- 1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
- 2) Any weapon of war employing atomic fusion or radioactive force whether in time of peace or war.
- 3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade; nuclear reaction or nuclear radiation or radioactive contamination. All whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in the policy; however, subject to the foregoing, and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

23. ACCUMULATIVE LOSS

In the event of any loss or damage hereunder, which in the aggregate does not exceed \$15,000, the insured may, after giving due notice of loss to this company immediately make all necessary repairs. The insured will not be required to furnish proof of loss until the aggregate amount of such loss or damage exceeds the sum of \$15,000, provided that the insured should execute and furnish proof of loss for the accumulated losses at the end of each policy year.

24. NOTICE OF LOSS

In the event of loss or damage likely to be insured against by this policy, the insured shall give notice of loss to this company as soon as practicable. If the insured and company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by this company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then on request of the insured or the company such umpire shall be selected by a judge of court of record in the state

in which the property covered is located. The appraisers shall then appraise the loss, stating separately the loss of each item; and failing to agree shall submit their differences, only, to the umpire, an aware in writing, so itemized, of any two when filed with the company shall determine the amount of loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid to the parties equally.

25. PROTECTION OF PROPERTY

If, in the event of loss, it shall be necessary for the insured to use reasonable means to safeguard and recover the property covered or its value, without prejudice to this insurance, this company will contribute to the just and reasonable charges thereof.

26. BRAND AND LABEL CLAUSE

In the event of loss or damage to any property bearing the insured's own label or brand, the insured has the right of approval or disapproval of any firm offering to purchase such merchandise for salvage, without prejudice to this insurance.

27. VALUE REPORTING CLAUSE

As soon as practicable after each quarter the insured shall submit to the company a report of the average building, equipment, and inventory and business interruption values. The premium shall be computed in accordance with the average rate schedule for the location as filed with this company in accordance with the average value reported and an additional or return premium allowed after annual audit.

28. CANCELLATION

This policy may be cancelled by the insured by mailing to this company written notice stating when such cancellation shall be effective. This policy may be cancelled by this company by mailing to the insured at the address shown in this policy written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice of aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by this company shall be equivalent to mailing. Cancellation by the company shall be at a pro rata premium and at the normal short rate premium for the insured.

It is hereby agreed that the terms and conditions of this form are substituted for those of the policy to which it is attached, the provisions of the later being hereby waived, except provisions required by law to be inserted in the policy.

The provisions included on other pages of this form attached hereto are referred to and made a part hereof.

ATTACHED TO AND FORMING PART OF POLICY # 744-82-32

ISSUED TO: NORTHERN COMMERCIAL COMPANY, ET AL

DATED: Eff. 2/1/75

COMPANY: NATIONAL UNION FIRE INS. CO.

BY

George M. Richner  
Authorized Representative



E N D O R S E M E N T

No. 28

Date Effective May 31, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property and Business Interruption

In consideration of a return premium in the amount of \$586.00, it is understood and agreed that all coverages at Valdez, Alaska are hereby deleted from this policy.

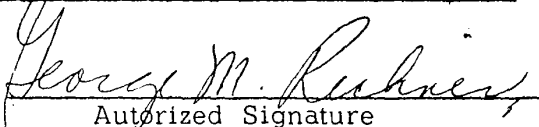
All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Ins. Co.

5/25/77

Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

E N D O R S E M E N T

No. 27

Date Effective January 1, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property & Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$218.00, all coverage for the main office location, Seattle, Washington is hereby deleted.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Ins. Co.

4/22/77

Date

George M. Richman  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 26

Date Effective December 31, 1976

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: All Property & Business Interruption

It is hereby understood and agreed that in respect to the building (formerly Kenai Auto Center) situate Kenai, Alaska, the named insured shall read Northern Commercial Company and Kenai Baptist Temple and Robert H. Larrabee, as their interest may appear.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pa

January 14, 1977  
Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 25

Date Effective January 1, 1977

INSURED: Northern Commercial Co., Et Al

RISK: All Property and Business Interruption

It is hereby understood and agreed that the named insured is to read as follows:

Northern Commercial Company and Its Divisions, Subsidiary and Affiliated Companies and Corporation, as is now and may hereafter be constituted.

Alaska Commercial Company and Its Divisions, Subsidiary and Affiliated Companies and Corporations, as is now or may hereafter be constituted.

Loss, if any, hereunder, shall be adjusted with the Insured's as their interests may appear, and payable to the Insured or order in United States currency.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Co. of Pittsburgh, Pennsylvania

January 6, 1977  
Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

E N D O R S E M E N T

No. 24

Date Effective January 1, 1977

INSURED: Northern Commercial Company, Et Al

RISK: All Property & Business Interruption

It is hereby understood and agreed that all coverage for the insured's location at Whitehorse Yukon Territory is hereby deleted.

This results in a revised annual deposit premium of \$246,333.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pennsylvania

December 29, 1976

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

E N D O R S E M E N T

No. 23

Date Effective August 15, 1976

INSURED: Northern Commercial Company, Et Al

RISK: All Property & Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$5,843, all coverage for the tire and auto division in Fairbanks, Alaska is hereby deleted.

This revises the annual deposit premium to \$254,512 with the premium adjustment made on a pro rata basis effective August 15, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Co. of Pittsburgh, Pennsylvania

December 15, 1976

Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

E N D O R S E M E N TNo. 22Date Effective April 15, 1976

INSURED: Northern Commercial Company, Et Al

RISK: All Property &amp; Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$2,419 for stock, equipment and U&O is deleted totally for the tire and auto division in Anchorage, Alaska. Building coverage remains in force.

This revises the annual deposit premium to \$269,970 with the premium adjustment made on a pro rata basis effective August 15, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pennsylvania

December 16, 1976

Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

R.P. \$321.00

E N D O R S E M E N T

No. 21

Date Effective June 4, 1976

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: All Property & Business Interruption

RECEIVED

JUL 9 1976

Northern Commercial Co.

AMSD BY

It is hereby understood and agreed that in consideration of a return premium of \$321.00, coverage for equipment is hereby deleted for the Kenai Auto Center.

This revises the annual deposit premium to \$276,370 with the premium adjustment made on a pro rata basis effective June 4, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, PA

June 9, 1976

Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

GM 170  
~~257~~

JUL 9 1976



ENDORSEMENT Northern Commercial Co. R.P. \$1,952  
No. 20

ANSD BY

Date Effective May 11, 1976

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

It is hereby understood and agreed that inconsideration of a return premium of \$1,952 coverage for inventory and U and O only is hereby deleted for the Kenai Auto Center.

This revises the annual deposit premium to \$276,929 with the premium adjustment made on a pro rata basis effective May 11, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976

Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

1976  
ENDORSEMENT Northern Commercial Co. R.P. \$947  
ANS'D BY No. 19

Date Effective February 6, 1976

INSURED: NORTHERN COMMERCIAL CO., ET AL

RISK: All Property and Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$947 all coverage is deleted for the Tire Center located at Sitka, Alaska.

This revises the annual deposit premium to \$279,975 with the premium adjustment made on a pro rata basis effective February 6, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976  
Date

George M. Richman  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

400 1 - 1375  
Northern Commercial Co. R.P. \$3,708  
ANSO BY No. 18

Date Effective December 4, 1975

INSURED: NORTHERN COMMERCIAL CO., ET AL

RISK: All Property and Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$3,708, all coverage for the Anchorage Tire Center located at 111 North Northern Lights Boulevard, Anchorage, Alaska is hereby deleted from this policy.

This change revises the value reported as of December 31, 1975 and results in a revised annual installment of \$281,028.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976

Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

**RECEIVED**

SEP 16 1975  
ENDORSEMENT  
Northern Commercial Co. No. 17

ANS'D BY.....  
Date Effective September 5, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property & Business Interruption

It is understood and agreed that loss, if any, shall be payable to G. E. Credit Corporation, 1000 Tower Building, Seattle, Washington, 98101 on all equipment and/or merchandise financed through G. E. Credit Corporation.

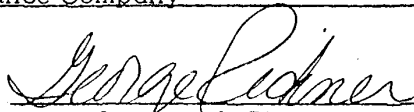
In event of cancellation of this policy, ten day prior notice thereof shall be given to G. E. Credit Corporation.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

September 11, 1975  
Date

  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

REC VED

JUN 1 1975

ENDORSEMENT No. 16

Date Effective March 13, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, et al

RISK: All property and business interruption

In consideration of an additional premium of \$5,106, page 5, Section 8,  
"Limits of Liability (Property Damage and U&O)" is amended to read:

3. \$8,000,000 on premises situate on Arctic Boulevard  
(formerly Campbell Station Road), Anchorage, Alaska

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

June 11, 1975  
Date

*George M. Rickner*  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

*DM 128*

JUN 26 1975

RECEIVED

R.P. \$7,138.00

MAR 21 1975

ENDORSEMENT  
Northern Commercial Co.

No. 15

ANS'D BY

Date Effective March 5, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

In consideration of a return premium of \$7,138.00, it is understood and agreed with regard to Page #5, Paragraph #8, Limits of Liability, that Location #2 described on endorsement #13 is hereby DELETED.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

3/20/75

Date

*Howard Gilchrist*  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101

*DM 56*

MAR 24 1975

ENDORSEMENT NO. 14

ADDITIONAL INTEREST ENDORSEMENT

RECEIVED  
MAR 19 1975  
NC Co. - Assd by.....

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that **NORDSTROM, INC.**  
1501 Fifth Avenue  
Seattle, Washington 98101

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations pertaining to buildings and equipment known as Tire Center and situate at 636 3rd Avenue and Rear 636 3rd Avenue, Fairbanks, Alaska

The effective date of this Endorsement is **March 1, 1975**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **744-82-32**

Issued to: **Northern Commercial Company, et al**

Broker: **Alexander & Alexander, Inc.**  
1414 IBM Bldg., Seattle, Wa. 98101

Date of Issue: **Eff. 3/1/75**

Dated: **3/14/75**

Insurance Co. **National Union Fire Ins. Co.**

BY *Berge M. Rickert*  
Authorized Representative

RECEIVED

R.P. \$33,810.00

ENDORSEMENT  
MAR 21 1975  
Northern Commercial Co. No. 13

ANS'D BY \_\_\_\_\_  
Date Effective March 5, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

In consideration of a return premium of \$33,810., it is understood and agreed with regard to Page #5, Paragraph #8, Limits of Liability, the following changes are made.

Loc.	New Limit	New Description of Location
2.	\$3,000,000.00	Distribution Center premises (Bayview Commercial Co. Lease) Anchorage, Alaska
4.	DELETED	

It is further understood and agreed that new annual premium due December 31, 1975 shall be \$240,629.00 in lieu of \$281,611.00

It is also understood and agreed the following additional interest endorsements attached to this policy are hereby deleted:

End. #1 in favor of Harry M. & Kathleen Mary Ellen Daum  
End. #2 in favor of Associates Leasing, Inc.  
End. #4 in favor of Nordstrom  
End. #8 in favor of Borg-Warner Acceptance Corporation

The following Lender's Loss Payable Endorsements (Form 438BFU) are also deleted:

End. #2A in favor of Associates Leasing, Inc.  
End. #11 in favor of The Equitable Life Assurance Society of The United States

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

3/14/75  
Date

*George M. Rickman*  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101

*DM SL*

MAR 24 1975



**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to AMERICAN ACCEPTANCE CORPORATION,  
As Their Interest May Appear, but only as respects Evinrude-Bryant  
Security Finance Plan

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and so any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at 841 Chestnut St.  
Philadelphia, PA 19107  
 or, if none be specified, at its head office at Philadelphia, PA 19107

Attached to Policy No. 7448232 of National Union Fire Insurance Co.

Issued to NORTHERN COMMERCIAL COMPANY, ET AL

Agency at Seattle, Washington

Date Eff. 2/1/75

END. #12

Approved:

Board of Fire Underwriters of the Pacific,  
 California Bankers' Association,  
 Committee on Insurance.

*George M. Redman*  
 Agent.



## LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy shall be paid to The Equitable Life Assurance Society of The United States, 393 Seventh Avenue, New York 1, N.Y. - applies only to Dept. Store Building at S.E. Corner 6th Ave. & "D" St., Anchorage, Alaska

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at.....  
or, if none be specified, at its head office at.....

Attached to Policy No. 7448232 of NATIONAL UNION FIRE INS. CO.

Issued to NORTHERN COMMERCIAL COMPANY, ET AL

Agency at Seattle, Washington Date EFF 2/1/75

End. #11

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

*George M. Rickner*  
Agent.

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to EVERETT TRUST & SAVINGS BANK  
APPLIES ONLY TO BUILDING AT 2020 FREEWAY DRIVE, MT. VERNON, WA.

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at OAK HARBOR, WA.  
 or, if none be specified, at its head office at \_\_\_\_\_

Attached to Policy No. 7448232 of NATIONAL UNION FIRE INS. CO.

Issued to NORTHERN COMMERCIAL COMPANY, ET AL

Agency at SEATTLE, WASHINGTON Date EFF. 2/1/75

END. #10

Approved:

Board of Fire Underwriters of the Pacific,  
 California Bankers' Association,  
 Committee on Insurance.

*George M. Richner*  
 Agent.

ENDORSEMENT NO. 9

Insured: Northern Commercial Company

Policy Number 7448232 Expiration Date 12/31/77

Insurance Company National Union Fire Ins. Company  
Alexander & Alexander, Inc.

Insurance

Full Name  
1414 IBM Building Seattle, Washington 98101  
Agency No. and Street City and State

Property to which Endorsement Applies on Floored and consigned  
equipment situate at Plantsite of the Insured, N.C. Machinery Co., Tukwila, Wa

Loss or damage, if any, under this policy, shall be payable to Bucyrus-Erie Co. General Offices - South Milwaukee, Wisconsin as interest may appear, and this insurance, as to the interest of Bucyrus-Erie Company only therein, shall not be invalidated by any act or neglect of the insured or owner of the above described property, nor by any foreclosures or other proceedings or notice of sale relating to said property, nor by any change in the title or ownership of said property, nor by the occupation of the premises for purposes more hazardous than are permitted by the policy.

This policy may be cancelled at any time as provided by its terms, or coverage of Bucyrus-Erie Company's interest may be decreased, but in each such case this policy shall continue in force as presently written for the benefit only of Bucyrus-Erie Co., for ten days after written notice to Bucyrus-Erie Co. of such cancellation or decrease in coverage.

It is further understood and agreed that  
Bucyrus-Erie Company is an additional  
named insured pertaining only to  
floored and consigned equipment situate  
at Plantsite of the Insured, Tukwila,  
Washington (N C Machinery Co.)

National Union Fire Ins. Co.  
Insurance Company or Agency

BY George M. Richner

Eff. 2/1/75

ENDORSEMENT NO. 8

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that BORG-WARNER ACCEPTANCE CORPORATION  
308 "G" Street, Suite #305  
P.O. Box 2099  
Anchorage, AK 99501

LOSS PAYEE  
is recognized as ~~additional Assured~~ under the Policy but only as respects claims covered by the Policy and resulting from operations of inventory covered under Borg-Warner Security Agreement B-W 39 and UCC-1

applicable only to location of Department Store Premises, 6th & "D" Streets,  
Anchorage, Alaska

*see  
encl. #13*

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **7448232**

Issued to: Northern Commercial Company  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INSURANCE CO.

BY George M. Rechner  
Authorized Representative

ENDORSEMENT NO. 7

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that NORTHERN COMMERCIAL COMPANY DBA N.C. MACHINERY AND/OR WILLARD W. McDOWELL AND FRANCES A. McDOWELL, AS THEIR INTERESTS MAY APPEAR

---

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations pertaining only to building at 2020 Freeway Drive, Mount Vernon, Washington

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 7448232

Issued to: Northern Commercial Company  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY

*George M. Recker*  
Authorized Representative

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that NORTHERN COMMERCIAL CO. DBA N.C. MACHINERY AND BAYLESS AND ROBERTS, INC. AS THEIR INTERESTS MAY APPEAR

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations pertaining only to Building at Plantsite of the Insured, Valdez, Alaska

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 7448232

Issued to: Northern Commercial Company  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Washington 97101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY

*George M. Rickner Jr.*  
Authorized Representative

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

Applies only to Loc. #6, N.C. Machinery operations (including leased premises) Steese Highway, Fairbanks, Alaska

It is further agreed that Named insured for this location on Building 1000' from N.C. Machinery Premises only under this policy, not to exceed \$120,000 shall be "Metro Company, A Partnership Consisting of Robert J. Mitchell, Robert R. Glinther, Clyde W. Geraghty, Harvey W. Marlin, Jr. Carl J. Erickson and Conrad G.B. Frank, and Transportation Services, Inc. and Northern Commercial Company DBA N.C. Machinery Company, As Their Interests May Appear"

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations as above.

It is understood and agreed that the named insured for this location on all coverage, except coverage applicable to building, shall be "Northern Commercial Company DBA N.C. Machinery"

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 7448232

Issued to: Northern Commercial Company, et al  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY George M. Rickner  
Authorized Representative



RECEIVED

MAR 3 1975

ENDORSEMENT

Northern Commercial Co. No. 4

ANSP BY \_\_\_\_\_ Date Effective MARCH 1, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

IT IS UNDERSTOOD AND AGREED THAT "NORDSTROM", M/A Fifth and Pine Street, Seattle, Wa., 98101, IS A NAMED INSURED ON THIS POLICY, BUT ONLY IN RESPECTS TO THE FOLLOWING LOCATIONS:

LOCATION #2 - Department Store Premises, including the Penney Mall, but not including the distribution center, Anchorage, Alaska

Location #4 - Main Department Store Premises, Including Store at 3rd and Cushman, Fairbanks, Alaska

Open Location - Department Store Premises, Kenai, Alaska and known as Kenai Mall Premises

see  
encl #13

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

2/28/75  
Date

*George M. Richman*  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101

cc: Nordstrom, Inc.

*DM 56*

MAR 24 1975

ENDORSEMENT NO. 3

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that GOODYEAR TIRE & RUBBER COMPANY  
2720 N.W. 35th Avenue  
Portland, Oregon 97210

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations in connection with Tires and Other Merchandise obtained from them by Northern Commercial Company, et al.

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 744-82-32

Issued to: NORTHERN COMMERCIAL COMPANY, ET AL  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY

*George M. Richards*  
Authorized Representative

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to ASSOCIATES LEASING, INC. - APPLIES ONLY TO  
LEASES 9412, 231-24; 9412, 261-24; 9412, 140-24; 9412, 205-24;  
9412, 070-24 and 9411, 768-18

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either, or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at The City, Suite #920  
or, if none be specified, at its head office at One City Blvd. West, Orange, California 92668

Attached to Policy No. 7448232 of National Union Fire Ins. Co.

Issued to NORTHERN COMMERCIAL COMPANY, ET AL

Agency at SEATTLE, WASHINGTON Date EFF 2/1/75

END. #2A

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

*George M. Richter*  
Agent.

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that ASSOCIATES LEASING, INC.  
THE CITY, SUITE #920  
ONE CITY BOULEVARD WEST  
ORANGE, CALIFORNIA 92668

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations

ONLY WITH RESPECT TO PROPERTY LEASED TO  
NORTHERN COMMERCIAL COMPANY AND/OR  
ITS SUBSIDIARIES, (Lease Numbers 9412, 231-24;  
9412, 140-24; 9412, 205-24; 9412, 070-24;  
9411, 768-18)

*see  
Ind. # 13*

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **7448232**

Issued to: Northern Commercial Company, et al  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY George M. Richter  
Authorized Representative

ENDORSEMENT NO. 1

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that HARRY M. DAUM AND KATHLEEN MARY ELLEN DAUM  
C/O DAUM INDUSTRIES  
P.O. BOX 9  
NAMPA, IDAHO 93651

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations for

BUILDING SITUATE S.E. CORNER 6TH AVENUE AND  
"D" STREET, ANCHORAGE, ALASKA

*see  
end. # 13*

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 744-82-32

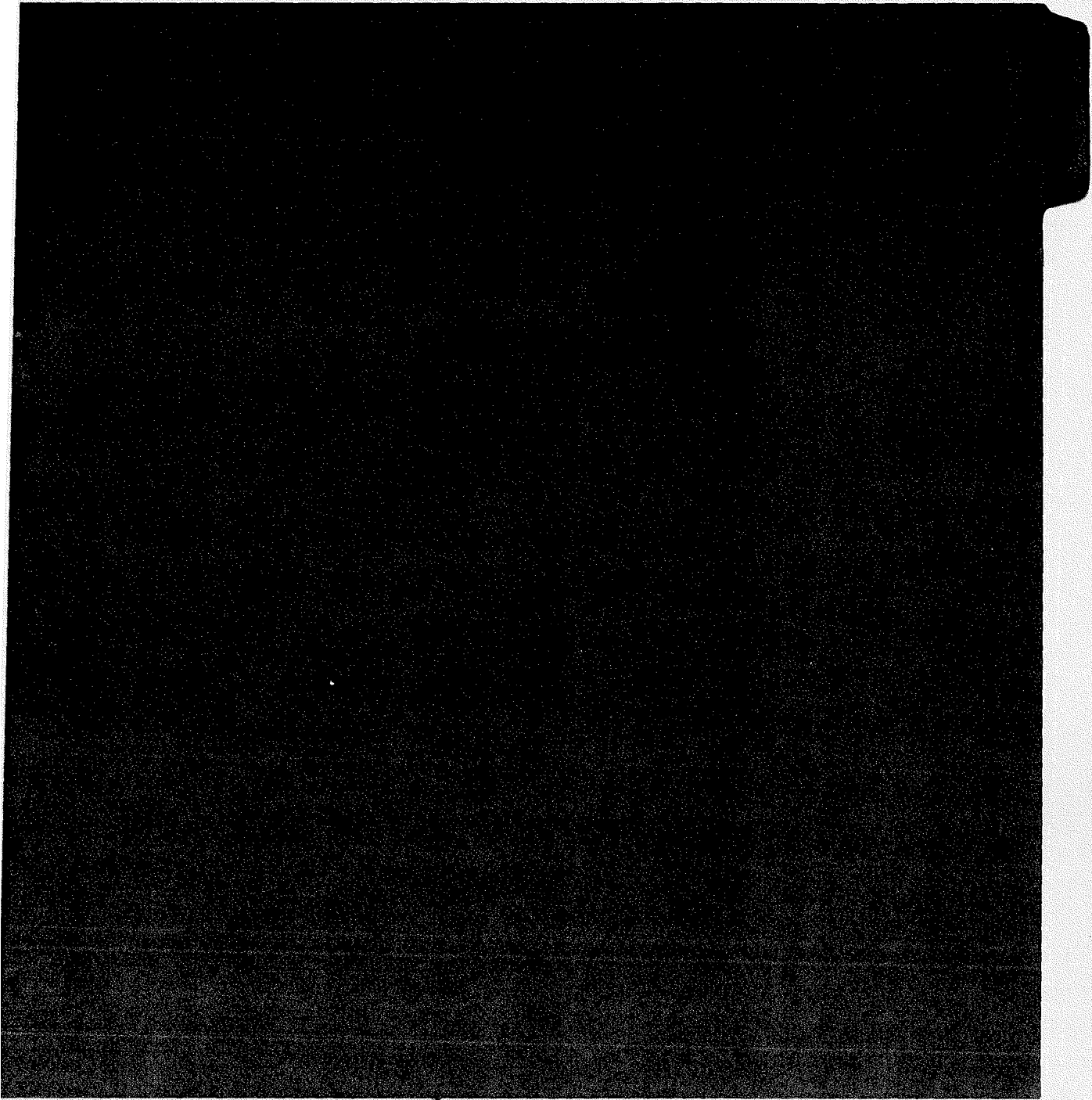
Issued to: Northern Commercial Company, et al

Broker: Alexander & Alexander, Inc.  
1414 IBM Bldg., Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY George M. Reckner  
Authorized Representative



S.P.U.	COMPANY BRANCH	PRODUCER	PRODUCER'S CITY	PRODUCER'S NUMBER
		Comm; 15% Parker, Smith & Leek	Seattle, WA	5241

No. 744 82 32  
NEW



COVERAGE IS PROVIDED IN THE COMPANY DESIGNATED BY NUMBER A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

- 1 NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
- 2 AMERICAN HOME ASSURANCE COMPANY
- 3 THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

MEMBERS OF THE  
AMERICAN INTERNATIONAL GROUP  
EXECUTIVE OFFICES  
102 MAIDEN LANE  
NEW YORK, N.Y.

RENEWAL OF NUMBER

**Insured's Name and Mailing Address**

Northern Commercial Company, et al  
(as per form attached)  
1110 Third Avenue  
Seattle, Washington 98101

POLICY PERIOD: FROM 2-1-75 TO 12-31-77 AT NOON, STANDARD TIME  
AT PLACE OF ISSUANCE Seattle, WA Years term

COPY

**MEMORANDUM OF INSURANCE**

It is important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once. INSURANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

AMOUNT	RATE	PREPAID TERM PREMIUM DUE AT INCEPTION	ANNUAL PAYMENT DUE UNDER DEF. PREM. PAY. PLAN	PERIL(S) Insured Against and Coverage(s) Provided (Insert Name of Each)
\$ 100% of xxxxxxx Limits	\$ VARIOUS	\$ DUE 2-1-75	\$ DUE 12-31-75 12-31-76	FIRE AND LIGHTNING EXTENDED COVERAGE all risk
\$ 820,051. TOTAL PREMIUM FOR POLICY TERM UNDER D. P. P.		TOTAL(S) \$ 256,829.	\$ 281,611.	

Item No.	Amount Fire or Fire and Extended Coverage, or Other Peril	Per Cent of Co-Insurance Applicable	DESCRIPTION AND LOCATION OF PROPERTY COVERED Show construction, type of roof and occupancy of building(s) covered or containing the property covered. If occupied as a dwelling state number of families.
----------	---	-------------------------------------	--

1. - \$ 100% of Limits Property Damage and Business Interruption Insurance  
Alexander & Alexander Broker's form attached  
Endorsements 1 through 11 inclusive

COPY

Subject to Form No(s). as per forms attached

(INSERT FORM NUMBER(S) AND EDITION DATE(S))

attached hereto.

**Mortgage Clause:** Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to: as per forms attached

(INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES))

Agency at Seattle, Washington

Countersignature Date 2-20-75

Agent

**IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO** AND OF the premium above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all **DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED**, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

This memorandum is for information only; it is not a contract of insurance but attests that a policy as numbered herein, and as it stands at the date of this certificate, has been issued by the Company. Said policy is subject to change by endorsement and to assignment and cancellation in accordance with its terms.

1 **Concealment, fraud.** This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

2 **Uninsurable and excepted property.** This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

3 **Perils not included.** This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this Company be liable for loss by theft.

4 **Other insurance.** Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

5 **Conditions suspending or restricting insurance.** Unless otherwise provided in writing added hereto this Company shall not be liable for loss occurring

6 (a) while the hazard is increased by any means within the control or knowledge of the insured; or

7 (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of sixty consecutive days; or

8 (c) as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

9 **Other perils or subjects.** Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

10 **Added provisions.** The extent of the application of insurance under this policy and of the contribution to be made by this Company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

11 **Waiver provisions.** No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this Company relating to appraisal or to any examination provided for herein.

12 **Cancellation of policy.** This policy shall be cancelled at any time at the request of the insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this Company by giving to the insured a five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand.

13 **Mortgagee interests and obligations.** If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

14 If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions

15 relating to the interests and obligations of such mortgagee may be added hereto by agreement in writing.

16 **Pro rata liability.** This Company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

17 **Requirements in case loss occurs.** The insured shall give immediate written notice to this Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within sixty days after the loss, unless such time is extended in writing by this Company, the insured shall render to this Company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The insured, as often as may be reasonably required, shall exhibit to any person designated by this Company all that remains of any property herein described, and submit to examinations under oath by any person named by this Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representative, and shall permit extracts and copies thereof to be made.

18 **Appraisal.** In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then, on request of the insured or this Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

19 **Company's options.** It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within thirty days after the receipt of the proof of loss herein required.

20 **Abandonment.** There can be no abandonment to this Company of any property.

21 **When loss payable.** The amount of loss for which this Company may be liable shall be payable sixty days after proof of loss, as herein provided, is received by this Company and ascertainment of the loss is made either by agreement between the insured and this Company expressed in writing or by the filing with this Company of an award as herein provided.

22 **Suit.** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within twelve months next after inception of the loss.

23 **Subrogation.** This Company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

**FLORIDA:** The words "five days" in line 62 of the provisions hereinafter, are changed to "ten days".

**KANSAS:** The words "demand and" in line 58 and "on demand" in lines 65 and 67 are deleted. The words "Twelve months" in line 161 are changed to "sixty months".

**MAINE:** The words "five days" in line 62 are changed to "ten days". The words "twelve months" in the line 161 are changed to "two years".

**NORTH CAROLINA:** The words "twelve months" in line 161 are changed to "thirty-six months".

**NORTH DAKOTA:** The words "twelve months" in line 161 are changed to "thirty-six months".

**OREGON:** The time of inception and the time of expiration for fire coverage will be 12:01 a.m., Standard Time, at location of property involved.

**WISCONSIN:** The words "five days" in line 62 are changed to "ten days".

**MISSOURI:** "Lines 60 through 67 are changed to read: This policy may be cancelled, not renewed, reduced in amount or adversely modified at any time by this Company by giving to the insured a thirty days' written notice of cancellation, nonrenewal, reduction in amount or adverse modification with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand."

Thirty days notice will be given in all cases except nonpayment of premium, evidence of incendiarism or misrepresentation in which cases five days notice is sufficient.

STATE  
EXCEP-  
TIONS



## ENDORSEMENT

This endorsement, effective **at noon** M. **January 1, 1977** forms a part of  
policy No. **744 82 32** issued to **Northern Commercial Company, Inc.**

by **National Union Fire Insurance Company**

In accordance with policy conditions, premium adjustment for the year 12/31/76-77 is declared, resulting in a return premium of \$3,784.00, now due.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

*Reinsurance:*

*all primary*

Branch	<del>42</del> 13
Div.	8
SPU	3313
Sub. Prod.	5258
Comm.	15% SKM

Authorized Representative

Form 1803

ENDORSEMENT

No. 30

Date Effective September 1, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property and Business Interruption

Effective September 1, 1977, Alaska Commercial Company and its Divisions, Subsidiary and Affiliated Companies and Corporations is hereby deleted from the policy.

In consideration of a return premium of \$31,155.48, the following locations are hereby deleted from coverage hereunder:

Aniak, Alaska  
Bethel, Alaska  
Emmonak, Alaska  
Ft. Yukon, Alaska  
Kotlik, Alaska  
McGrath, Alaska  
Nome, Alaska  
St. Michael, Alaska  
Sheldon's Point, Alaska  
Tanana, Alaska  
Unalakleet, Alaska  
Kent, Washington  
Kenai, Alaska

Reinsurance:

Primary: \$ 29,926<sup>48</sup>

1st excess: \$ 1229<sup>00</sup>

Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15%</u> <u>COM</u>

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Co. of Pittsburgh, Penna.

August 29, 1977

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT


No. 29

Date Effective September 1, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property and Business Interruption

It is understood and agreed that effective September 1, 1977, the named insured on this policy is hereby amended as shown on endorsement #25, to read as follows:

 Northern Commercial Company and Its Divisions, Subsidiary and Affiliated Companies and Corporations, as is now or may hereafter be constituted.

Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15%</u>
	<u>CAM</u>

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Co. of Pittsburgh, Penna

August 29, 1977

Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 28

Date Effective May 31, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property and Business Interruption

2 In consideration of a return premium in the amount of \$586.00 it is understood and agreed that all coverages at Valdez, Alaska are hereby deleted from this policy.

SENT MANCHESTER

TELEPHONE # 97-939

BRANCH # 03

NOTED

JUN - 8 1977

C. A. S.

**CLOSINGS**  
**SENT**  
NOTED  
JUN 15, 1977  
C. C.

Branch	13
Div.	8 Dept. 2
SFU	3313
Sub. Prod.	5258
Comm.	1590

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Ins. Co.

5/25/77

Date

George M. Richman  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 27

Date Effective January 1, 1977

INSURED: Northern Commercial Company, etal

RISK: All Property & Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$218.00, all coverage for the main office location, Seattle, Washington is hereby deleted.

Branch	<u>13</u>
Div.	<u>8</u> Dept <u>2</u>
SFU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>1590</u>

**SUNAMACHESTER**

**INVEST # 77-686**

**BRANCH # 03**

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Ins. Co.

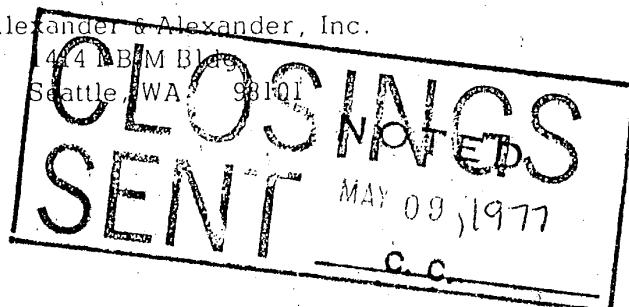
4/22/77

Date

George M. Reelmer  
Authorized Signature

Alexander & Alexander, Inc.

444 MB/M Bldg  
Seattle, WA 98101



ENDORSEMENT

No. 26

Date Effective December 31, 1976

INSURED: NORTHERN COMMERCIAL COMPANY

NOTED

RISK: All Property & Business Interruption

JAN 20 1977

J. McH.

It is hereby understood and agreed that in respect to the building (formerly Kenai Auto Center) situate Kenai, Alaska, the named insured shall read Northern Commercial Company and Kenai Baptist Temple and Robert H. Larrabee, as their interest may appear.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pa

January 14, 1977  
Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 25

Date Effective January 1, 1977

INSURED: Northern Commercial Co., Et Al

RISK: All Property and Business Interruption

It is hereby understood and agreed that the named insured is to read as follows:

Northern Commercial Company and Its Divisions, Subsidiary and Affiliated Companies and Corporation, as is now and may hereafter be constituted.

Alaska Commercial Company and Its Divisions, Subsidiary and Affiliated Companies and Corporations, as is now or may hereafter be constituted.

Loss, if any, hereunder, shall be adjusted with the Insured's as their interests may appear, and payable to the Insured or order in United States currency.

NOTED

APR 25 1977

G. A. S.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Co. of Pittsburgh, Pennsylvania

January 6, 1977

Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

No. 24

Date Effective January 1, 1977

INSURED: Northern Commercial Company, Et Al

RISK: All Property & Business Interruption

It is hereby understood and agreed that all coverage for the insured's location at Whitehorse Yukon Territory is hereby deleted.

This results in a revised annual deposit premium of \$246,333.

NOTED  
APR 25 1977  
G. A. S.

SENTIA MANCHESTER

TRIAL # 11-572

BRANCH # 03

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pennsylvania

December 29, 1976

Date

Authorized Signature

CLOSINGS  
SENT

NOTED  
APR 25 1977

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Div.	<u>8</u>
Dept.	<u>2</u>
CPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15.0%</u>



R.P. \$5,843

ENDORSEMENT

No. 23

Date Effective August 15, 1976

INSURED: Northern Commercial Company, Et Al

RISK: All Property & Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$5,843, all coverage for the tire and auto division in Fairbanks, Alaska is hereby deleted.

This revises the annual deposit premium to \$254,512 with the premium adjustment made on a pro rata basis effective August 15, 1976.

This endorsement requires the following changes:

Premium due herewith \$ 5,843.00 ~~additional~~ <sup>return</sup> Effective Date 8/15/76

Future installments are amended as follows:

Date Due

12/31/76 ~~increased~~ decreased by \$ 15,458 to a revised amount of \$ 254,512.00  
by \$ \_\_\_\_\_ to a revised amount of \$ \_\_\_\_\_

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. \_\_\_\_\_ of the

**SENT MANCHESTER**

**TRANSMITTAL # 1736**

Date: **BRANCH # 03**

Authorized Signature

**CLOSINGS  
SENT**  
NOV 1977  
Q. O.

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Div.	<u>8</u>
Dept.	<u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15.090</u>

ENDORSEMENT

No. 22

Date Effective <sup>Aug</sup> ~~APR~~ 15, 1976

INSURED: Northern Commercial Company, Et Al

RISK: All Property & Business Interruption

It is hereby understood and agreed that in consideration of a return premium of \$2,419 for stock, equipment and U&O is deleted totally for the tire and auto division in Anchorage, Alaska. Building coverage remains in force.

This revises the annual deposit premium to \$269,970 with the premium adjustment made on a pro rata basis effective August 15, 1976.

This endorsement requires the following changes:

Premium due herewith \$ 2,419.00 ~~additional~~ <sup>return</sup> Effective Date 8/15/76

Future installments are amended as follows:

Date Due

12/31/76 ~~increased~~ decreased by \$ 6,400 to a revised amount of \$ 269,970.00  
by \$ \_\_\_\_\_ to a revised amount of \$ \_\_\_\_\_

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, Pennsylvania

**SENT MANCHESTER**

December 16, 1976

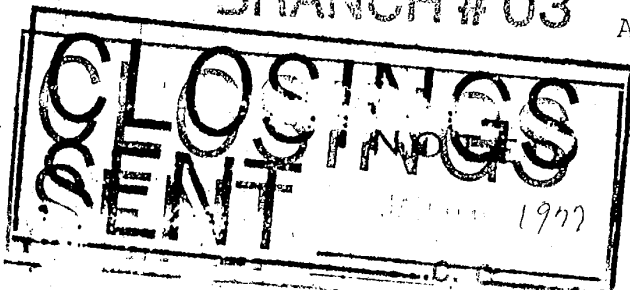
Date INITIAL # 7736

Authorized Signature

**BRANCH # 03**

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Dlv.	<u>8</u> Dept. <u>2</u>
SFU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15.08</u>



R.P. \$321.00

ENDORSEMENT

No. 21

Date Effective June 4, 1976

INSURED: NORTHERN COMMERCIAL COMPANY

RISK: All Property & Business Interruption **NEW YORK**

<sup>RP</sup> It is hereby understood and agreed that in consideration of a return premium of \$321.00, coverage for equipment is hereby deleted for the Kenai Auto Center.

This revises the annual deposit premium to \$276,370 with the premium adjustment made on a pro rata basis effective June 4, 1976.

Future installments are amended as follows:

Date Due

12-31-76 <sup>increased</sup> decreased by \$ 59 to a revised amount of \$ 276,370  
by \$ \_\_\_\_\_ to a revised amount of \$ \_\_\_\_\_

**CLOSINGS  
SENT**  
C. C.

Branch	<u>13</u>		
Div.	<u>8</u>	Dept.	<u>2</u>
SPU	<u>3313</u>		
Sub. Prod.	<u>5258</u>		
Comm.	<u>1596</u>		

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company of Pittsburgh, PA

June 9, 1976

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

R.P. \$1,952

No. 20

Date Effective May 11, 1976

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

FILE IN NEW YORK  
TRANSMITTAL # 76-745

It is hereby understood and agreed that in consideration of a return premium of \$1,952 coverage for inventory and U and O only is hereby deleted for the Kenai Auto Center.

This revises the annual deposit premium to \$276,929 with the premium adjustment made on a pro rata basis effective May 11, 1976.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15%</u>

**CLOSINGS  
SENT** 6/3/76 JmB

ENDORSEMENT

R.P. \$947

No. 19

Date Effective February 6, 1976

INSURED: NORTHERN COMMERCIAL CO., ET AL

RISK: All Property and Business Interruption

1053. Annual  
R.P.

FILE IN NEW YORK

TRANSMITTAL # 76-745

It is hereby understood and agreed that in consideration of a return premium of \$947 all coverage is deleted for the Tire Center located at Sitka, Alaska.

This revises the annual deposit premium to \$279,975 with the premium adjustment made on a pro rata basis effective February 6, 1976.

15.0

Underwritten All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976

Date

Authorized Signature

**CLOSINGS  
SENT** 6/3/76 JMB

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Div.	<u>8</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15%</u>

ENDORSEMENT

R.P. \$3,708

No. 18

Date Effective December 4, 1975

INSURED: NORTHERN COMMERCIAL CO., ET AL

RISK: All Property and Business Interruption

**FILE IN NEW YORK**

**TRANSMITTAL # 76-745**

It is hereby understood and agreed that in consideration of a return premium of \$3,708, all coverage for the Anchorage Tire Center located at 111 North Northern Lights Boulevard, Anchorage, Alaska is hereby deleted from this policy.

This change revises the value reported as of December 31, 1975 and results in a revised annual installment of \$281,028.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
National Union Fire Insurance Company of Pittsburgh, PA

May 20, 1976

Date

Authorized Signature

**CLOSINGS  
SENT** 6/3/76 JMB

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15%</u>

E N D O R S E M E N T

No. 17

Date Effective September 5, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property & Business Interruption

It is understood and agreed that loss, if any, shall be payable to G. E. Credit Corporation, 1000 Tower Building, Seattle, Washington, 98101 on all equipment and/or merchandise financed through G. E. Credit Corporation.

In event of cancellation of this policy, ten day prior notice thereof shall be given to G. E. Credit Corporation.

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

September 11, 1975  
Date

George Richner  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

ENDORSEMENT

This endorsement, effective AT NOON M. 12/31/75 forms a part of  
policy No. 744-82-32 issued to NORTHERN COMMERCIAL COMPANY, ET AL  
by NATIONAL UNION FIRE INSURANCE COMPANY

additional  
In consideration of a return premium of \$ 40,400. due herewith the policy is amended as follows

IN ACCORDANCE WITH PARAGRAPH 27, VALUE REPORTING  
CLAUSE, OF POLICY FORMS ATTACHED, PREMIUM IS HEREBY  
DECLARED AS SHOWN.

FILE IN NEW YORK  
TH. C. ... # 76-542

13
8
2
3313
5258
15%

Future installments are amended as follows:

Date Due

12/31/76 increased  
decreased by \$ 40,400.00 to a revised amount of \$ 204,736.00

by \$ to a revised amount of \$

All other terms and conditions of this policy remain unchanged.  
4/9/76

CLOSINGS  
SENT NOTED  
APR 14 1976



ENDORSEMENT

This endorsement, effective **AT NOON** M. **12/31/75** forms a part of  
policy No. **744-82-32** issued to **NORTHERN COMMERCIAL COMPANY, ET AL**  
by **NATIONAL UNION FIRE INSURANCE COMPANY**

additional  
In consideration of a ~~return~~ premium of \$ **46,400.** due herewith the policy is amended as follows

**IN ACCORDANCE WITH PARAGRAPH 27, VALUE REPORTING  
CLAUSE, OF POLICY FORMS ATTACHED, PREMIUM IS HEREBY  
DECLARED AS SHOWN.**

FILE IN NEW YORK  
TH. C. ... #76-542

13
8 2
3313
5258
15%

Future installments are amended as follows:

Date Due

It is understood and agreed Paragraph No. 4, A through F is deleted in its entirety and the following substitution made in lieu thereof.

4. PERILS EXCLUDED: THIS POLICY DOES NOT INSURE AGAINST:

A. Loss or damage caused by or resulting from,

Wear, tear, gradual deterioration and inherent vice unless fire or explosion or sprinkler leakage ensues and then only for direct loss or damage caused by such ensuing fire or explosion or sprinkler leakage;

B. Loss or damage caused by or resulting from,

Infidelity on the part of the insured or their employees unless fire or explosion or sprinkler leakage ensues and then only for direct loss;

C. Loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority;

D. loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion;

E. Loss or damage arising directly or indirectly from nuclear reaction or nuclear radiation, however, such nuclear reaction or nuclear radiation may have been caused. Nevertheless, if a fire arises directly or indirectly from nuclear reaction or nuclear radiation, any loss or damage arising directly from the fire shall (subject to the provisions of this policy) be covered excluding, however, all loss or damage caused by nuclear reaction or nuclear radiation arising directly or indirectly from that fire;

F. Breakdown or derangement of machinery and/or boiler explosion, unless fire ensues, and then only for the actual loss or damage caused by such ensuing fire.

ATTACHED TO AND FORMING A PART OF POLICY NO. 744-82-32 of the  
NATIONAL UNION FIRE INSURANCE COMPANY

ISSUED TO NORTHERN COMMERCIAL COMPANY

ACCEPTED BY: \_\_\_\_\_

(Named Insured)

9/11/75-vel

ENDORSEMENT

No. 16

Date Effective March 13, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, et al

RISK: All property and business interruption

In consideration of an additional premium of \$5,106, page 5, Section 8, "Limits of Liability (Property Damage and U&O)" is amended to read:

3. \$8,000,000 on premises situate on Arctic Boulevard (formerly Campbell Station Road), Anchorage, Alaska

Instalment due 12.31.75 increase \$6,359 to \$238,336.  
12.31.76 6,359 \$238,336.

Branch	13		
Div.	8	Dept.	2
SPU	3313		
Sub. Prod.	5258		
Comm.	15.0		

*Transmitted on 10/75 statement*

NOTED  
JUN 13 1975

R. A. C.

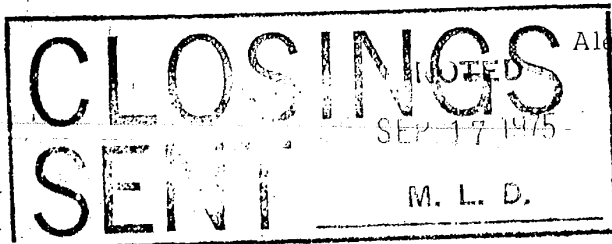
All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

June 11, 1975  
Date

Authorized Signature



Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, WA 98101

P.P. \$7,138.00

ENDORSEMENT

No. 15

Date Effective March 5, 1975

INSURED: NORTHERN COMMERCIAL COMPANY, ET AL

RISK: All Property and Business Interruption

*RP*  
In consideration of a return premium of \$7,138.00, it is understood and agreed with regard to Page #5, Paragraph #8, Limits of Liability, that Location #2 described on endorsement #13 is hereby DELETED.

**FILE IN NEW YORK  
TRANSMITTAL # 75-754**

Installment due 12-31-75	less 8,652.00	\$231,977.00
12-31-76	less 8,652.00	\$231,977.00

Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15.0</u>

*msf*  
*6/6/75*

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

National Union Fire Insurance Company

3/20/75  
Date

\_\_\_\_\_  
Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101

*See over for Return*  
*(Enclst. 13 + 15 combined)*

**CLOSINGS  
SENT**  
JUN - 6 1975

R.P. \$33,810.00

ENDORSEMENT

No. 13

Date Effective March 5, 1975

INSURED: **NORTHERN COMMERCIAL COMPANY, ET AL**

RISK: All Property and Business Interruption *RP*

In consideration of a return premium of \$33,810., it is understood and agreed with regard to Page #5, Paragraph #8, Limits of Liability, the following changes are made.

<u>Loc.</u>	<u>New Limit</u>	<u>New Description of Location</u>
2.	\$3,000,000.00	Distribution Center premises (Bayview Commercial Co. Lease) Anchorage, Alaska
4.	DELETED	

It is further understood and agreed that new annual premium due December 31, 1975 shall be \$240,629.00 in lieu of \$281,611.00

It is also understood and agreed the following additional interest endorsements attached to this policy are hereby deleted:

End. #1 in favor of Harry M. & Kathleen Mary Ellen Daum  
End. #2 in favor of Associates Leasing, Inc.  
End. #4 in favor of Nordstrom  
End. #8 in favor of Borg-Warner Acceptance Corporation

The following Lender's Loss Payable Endorsements (Form 438BFU) are also deleted:

End. #2A in favor of Associates Leasing, Inc.  
End. #11 in favor of The Equitable Life Assurance Society of The United States

Installment due 12-31-75 less 40,982.00	\$240,629.00
12-31-76 less 40,982.00	\$240,629.00

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the

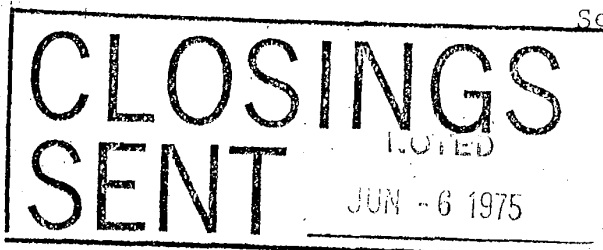
National Union Fire Insurance Company

3/14/75

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101



Branch	<u>13</u>
Div.	<u>8</u> Dept. <u>2</u>
SPU	<u>3313</u>
Sub. Prod.	<u>5258</u>
Comm.	<u>15.0</u>

*mds 6/6/75*

ENDORSEMENT

No. 4

Date Effective MARCH 1, 1975

INSURED: **NORTHERN COMMERCIAL COMPANY, ET AL**

RISK: **All Property and Business Interruption**

**IT IS UNDERSTOOD AND AGREED THAT "NORDSTROM", M/A Fifth and Pine Street, Seattle, Wa., 98101, IS A NAMED INSURED ON THIS POLICY, BUT ONLY IN RESPECTS TO THE FOLLOWING LOCATIONS:**

**LOCATION #2 - Department Store Premises, including the Penney Mall, but not including the distribution center, Anchorage, Alaska**

**Location #4 - Main Department Store Premises, including Store at 3rd and Cushman, Fairbanks, Alaska**

**Open Location - Department Store Premises, Kenai, Alaska and known as Kenai Mall Premises**

All other terms and conditions remain unchanged.

Attached to and made a part of Policy No. 7448232 of the  
**National Union Fire Insurance Company**

2/28/75

Date

Authorized Signature

Alexander & Alexander, Inc.  
1414 I B M Bldg.  
Seattle, Wa. 98101

ENDORSEMENT. 5

Insured: Northern Commercial Company

Policy Number 7448232 Expiration Date 12/31/77

Insurance Company National Union Fire Ins. Company  
Alexander & Alexander, Inc.

Insurance	Full Name	
Agency	1414 IBM Building	Seattle, Washington 98101
	No. and Street	City and State

equipment situate at Plantsite of the Insured, N.C. Machinery Co., Tukwila, Wa

loss or damage, if any, under this policy, shall be payable to Bucyrus-Erie Co. General Offices - South Milwaukee, Wisconsin as interest may appear, and this insurance, as to the interest of Bucyrus-Erie Company only therein, shall not be invalidated by any act or neglect of the insured or owner of the above described property, nor by any foreclosures or other proceedings or notice of sale relating to said property, nor by any change in the title or ownership of said property, nor by the occupation of the premises for purposes more hazardous than are permitted by the policy.

This policy may be cancelled at any time as provided by its terms, or coverage of Bucyrus-Erie Company's interest may be decreased, but in each such case this policy shall continue in force as presently written for the benefit only of Bucyrus-Erie Co., for ten days after written notice to Bucyrus-Erie Co. of such cancellation or decrease in coverage.

It is further understood and agreed that Bucyrus-Erie Company is an additional named insured pertaining only to floored and consigned equipment situate at Plantsite of the Insured, Tukwila, Washington (N C Machinery Co.)

	National Union Fire Ins. Co.
	Insurance Company or Agency

BY \_\_\_\_\_

Eff. 2/1/75

ENDORSEMENT NO. 8

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that BORG-WARNER ACCEPTANCE CORPORATION  
308 "G" Street, Suite #305  
P.O. Box 2099  
Anchorage, AK 99501

LOSS PAYEE  
is recognized as ~~an additional Assured~~ under the Policy but only as respects claims covered by the Policy and resulting from operations of inventory covered under Borg-Warner Security Agreement B-W 39 and UCC-1

applicable only to location of Department Store Premises, 6th & "D" Streets,  
Anchorage, Alaska

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or Limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **7448232**

Issued to: Northern Commercial Company  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. **NATIONAL UNION FIRE INSURANCE CO.**

BY \_\_\_\_\_  
Authorized Representative



## ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the Limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that NORTHERN COMMERCIAL COMPANY DBA N.C. MACHINERY AND/OR WILLARD W. McDOWELL AND FRANCES A. McDOWELL, AS THEIR INTERESTS MAY APPEAR,

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations pertaining only to building at 2020 Freeway Drive, Mount Vernon, Washington

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **7448232**

Issued to: Northern Commercial Company,  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. ~~NATIONAL UNION FIRE INS. CO.~~

BY \_\_\_\_\_

Authorized Representative

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that NORTHERN COMMERCIAL CO. DBA N.C. MACHINERY AND BAYLESS AND ROBERTS, INC. AS THEIR INTERESTS MAY APPEAR

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations pertaining only to Building at Plantsite of the Insured, Valdez, Alaska

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 7448232

Issued to: Northern Commercial Company  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Washington 97101

Date of Issue: Eff. 2/1/75

Insurance Co. ~~NATIONAL UNION FIRE INS. CO.~~

BY \_\_\_\_\_  
Authorized Representative

## ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the Limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

Applies only to Loc. #6, N.C. Machinery operations (including leased premises) Steese Highway, Fairbanks, Alaska

It is further agreed that Named insured for this location on Building 1000' from N.C. Machinery Premises only under this policy, not to exceed \$120,000 shall be "Metro Company, A Partnership Consisting of Robert J. Mitchell, Robert R. Glinther, Clyde W. Geraghty, Harvey W. Marlin, Jr. Carl J. Erickson and Conrad G.B. Frank, and Transportation Services, Inc. and Northern Commercial Company DBA N.C. Machinery Company, As Their Interests May Appear"

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations as above.

It is understood and agreed that the named insured for this location on all coverage, except coverage applicable to building, shall be "Northern Commercial Company DBA N.C. Machinery"

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No.

**7440232**

Issued to: Northern Commercial Company, et al  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co.

~~NATIONAL UNION FIRE INS. CO.~~

BY

\_\_\_\_\_  
Authorized Representative

ENDORSEMENT TO 4

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that  
NORDSTROM-BEST  
FIFTH AND PINE STREET  
SEATTLE, WASHINGTON 98101

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations for property owned by Associates Leasing, Inc. leased to Northern Commercial Company and Sub-Leased to Nordstrom-Best By Northern Commercial Company.

This endorsement applies only to New Department Store Location situate 603 "D" Street, Anchorage, Alaska

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No.

**744-92-32**

Issued to: Northern Commercial Company, et al  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. ~~NATIONAL UNION FIRE INS. CO.~~

BY

\_\_\_\_\_  
Authorized Representative

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that GOODYEAR TIRE & RUBBER COMPANY,  
2720 N.W. 35th Avenue  
Portland, Oregon 97210

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations in connection with Tires and Other Merchandise obtained from them by Northern Commercial Company, et al

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. 744-82-32

Issued to: NORTHERN COMMERCIAL COMPANY, ET AL  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY \_\_\_\_\_  
Authorized Representative

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the limit of the Company's liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that ASSOCIATES LEASING, INC.  
THE CITY, SUITE #920  
ONE CITY BOULEVARD WEST  
ORANGE, CALIFORNIA 92668

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations

ONLY WITH RESPECT TO PROPERTY LEASED TO  
NORTHERN COMMERCIAL COMPANY AND/OR  
ITS SUBSIDIARIES, (Lease Numbers 9412, 231-24;  
9412,140-24; 9412,205-24; 9412,070-24;  
9411,768-18)

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **7448232**

Issued to: Northern Commercial Company, et al  
Alexander & Alexander, Inc.

Broker: 1414 IBM Building  
Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. ~~NATIONAL UNION FIRE INS. CO.~~

BY \_\_\_\_\_  
Authorized Representative

ENDORSEMENT NO. 1

ADDITIONAL INTEREST ENDORSEMENT

It is agreed that the insurance afforded by this Policy applies severally as to each Assured except that the inclusion of more than one Assured shall not operate to increase the Limit of the Company's Liability; and the inclusion hereunder of any person or organization as an Assured shall not affect any right which such person or organization would have as a claimant if not so included.

It is further agreed that HARRY M. DAUM AND KATHLEEN MARY ELLEN DAUM  
C/O DAUM INDUSTRIES  
P.O. BOX 9  
NAMPA, IDAHO 93651

is recognized as additional Assured under the Policy but only as respects claims covered by the Policy and resulting from operations for

BUILDING SITUATE S.E. CORNER 6TH AVENUE AND  
"D" STREET, ANCHORAGE, ALASKA

The effective date of this Endorsement is February 1, 1975

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This Endorsement is attached to and made part of Policy No. **744-82-32**

Issued to: Northern Commercial Company, et al

Broker: Alexander & Alexander, Inc.  
1414 IBM Bldg., Seattle, Wa. 98101

Date of Issue: Eff. 2/1/75

Insurance Co. NATIONAL UNION FIRE INS. CO.

BY

\_\_\_\_\_  
Authorized Representative

CERTIFICATE OF INSURANCE

Issued To  
**American Acceptance Corporation**  
**841 Chestnut Street**  
**Philadelphia, PA 19107**

Issued By  
**Alexander & Alexander, Inc.**  
**1414 IBM Bldg.**  
**Seattle, Wa. 98101**

**Attn: Mrs. E. Shand, Legal Dept.**

This is to certify as to the existence of insurance with National Union Fire Insurance Company, as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Washington 98101**

Location of Risk: **Various - This Certificate shall apply only to items covered under Evinrude-Bryant Security Finance Plan**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232** From: **2/1/75** To: **12/31/77**

Limits: **As respects Evinrude-Bryant Security Finance Plan Per Lender's Loss Payable Endorsement #12 attached to Certificate.**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
**March 6, 1975**  
On \_\_\_\_\_

BY \_\_\_\_\_  
George M. Richner



CERTIFICATE OF INSURANCE

Issued To

**Equitable Life Assurance**  
1240 Washington Bldg  
Seattle, Wa. 98101

Issued By

Alexander & Alexander, Inc.  
1414 IBM Bldg.  
Seattle, Wa. 98101

**Attn: Mrs. Peppin    Loan B-12676**

This is to certify as to the existence of insurance with National Union Fire Insurance Company; as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Department Store Building, Anchorage, Alaska**  
**6th & D Streets    (Harry M. Daum & Kathleen Mary Ellen Daum are named as**  
**additional named insureds on this building item)**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake**  
**which is 5% of the total value at location of loss, subject to maximum of**  
**\$100,000.00**

Policy No. **7448232**      From: **2/1/75**      To: **12/31/77**

Limits: **\$3,000,000.00 Applicable to Building only. Lender's Loss Payable**  
**Endorsement #11 (copy attached) shall apply in favor of Equitable Life Assurance.**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
On **March 6, 1975**

BY \_\_\_\_\_  
George M. Richner

CERTIFICATE OF INSURANCE

Issued To  
**Harry M. & Kathleen Mary Ellen Daum**  
**C/O Daum Industries**  
**P.O.Box 9**  
**Nampa, Idaho 93651**

Issued By  
**Alexander & Alexander, Inc.**  
**1414 IBM Bldg.**  
**Seattle, Wa. 98101**

**Attn: Elayne Becker**

This is to certify as to the existence of insurance with National Union Fire Insurance Company, as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Washington 98101**

Location of Risk: **Department Store Building Situate S.E. Corner 6th Avenue and "D" Street, Anchorage, Alaska. Per Copy of Additional Interest Endorsement #1 attached to Certificate.**

Kind of Insurance: **"All Risks" - \$5,000.00 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232** From: **2/1/75** To: **12/31/77**  
Limits: **\$3,000,000.00 on Building**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
On **March 6, 1975**

BY \_\_\_\_\_  
George M. Richner

CERTIFICATE OF INSURANCE

Issued To

**Borg-Warner Acceptance Corporation  
308 "G" Street, Suite #305  
P.O. Box 2099  
Anchorage, AK 99501**

Issued By

**Alexander & Alexander, Inc.  
1414 IBM Bldg.  
Seattle, Wa. 98101**

This is to certify as to the existence of insurance with National Union Fire Insurance Company, as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Department Store Premises, 6th & "D" Streets, Anchorage, Alaska** This Certificate applies only to inventory at described location.

Kind of Insurance: **"All Risk" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232** From: **2/1/75** To: **12/31/77**

Limits: **Per Additional Interest Endorsement #8 attached to Certificate**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington

On **March 6, 1975**

BY

George M. Richner

CERTIFICATE OF INSURANCE

Issued To

**Everett Trust & Savings Bank  
Oak Harbor, Washington**

**Attn: Mr. Wayne Young**

Issued By

**Alexander & Alexander, Inc.  
1414 JBM Bldg.  
Seattle, Wa. 98101**

This is to certify as to the existence of insurance with National Union Fire Insurance Company; as described below:

**Name of Assured: NORTHERN COMMERCIAL COMPANY, ET AL (Named Insured this location only is Northern Commercial Company DBA N C Machinery and/or Willard W. McDowell and Frances A. McDowell, As Their Interest May Appear Per Additional Interest Endorsement #7 attached to certificate)**

**Address of Assured: 1110 Third Avenue, Seattle, Wa. 98101**

**Location of Risk: 2020 Freeway Drive, Mt. Vernon, Washington (This certificate applies only to Building at described location)**

**Kind of Insurance: "All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

**Policy No. 7448232**

**From: 2/1/75**

**To: 12/31/77**

**Limits: \$800,000.00 on Building. Lender's Loss Payable Endorsement #10 attached to certificate shall apply in favor of Everett Trust & Savings Bank, Oak Harbor Branch.**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington

On March 6, 1975

BY

George M. Richner

CERTIFICATE OF INSURANCE

Issued To  
**Associates Leasing, Inc.**  
**The City, Suite #920**  
**One City Blvd. West**  
**Orange, California 92668**

Issued By  
**Alexander & Alexander, Inc.**  
**1414 IBM Bldg.**  
**Seattle, Wa. 98101**

**Attn: Sherry Decker**

This is to certify as to the existence of insurance with National Union Fire Insurance Company, as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Wa.**

Location of Risk: **Department Stores, Anchorage, Fairbanks and Kenai Mall, Alaska**

Kind of Insurance: **"All Risks" - \$5,000.00 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to a maximum of \$100,000.00**

Policy No. **7448232**

From: **2/1/75**

To: **12/31/75**

Limits: **As respects leased equipment at above mentioned Department Stores per Endorsement #2 (Additional Interest Endorsement) and Endorsement #2A attached to Certificate (Lender's Loss Payable)**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
On **March 6, 1975**

BY \_\_\_\_\_  
George M. Richner

CERTIFICATE OF INSURANCE

Issued To

**The Goodyear Tire & Rubber Company  
2710 N.W. 35th Avenue  
Portland, Oregon 97210**

Issued By

**Alexander & Alexander, Inc.  
1414 IBM Bldg.  
Seattle, Wa. 98101**

**Attn: J.E. Tate, District Credit Manager**

This is to certify as to the existence of insurance with National Union Fire Insurance Company; as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Various**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232**

From: **2/1/75**

To: **12/31/77**

Limits: **In connection with tires and other merchandise obtained from Goodyear Tire & Rubber Company by Northern Commercial Company, et al. Per copy of Additional Interest Endorsement #3 attached to Certificate.**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington

On **March 6, 1975**

BY

George M. Richner

CERTIFICATE OF INSURANCE

Issued To  
**Metro Company**  
**P.O. Box 507**  
**Fairbanks, AK**

Issued By  
**Alexander & Alexander, Inc.**  
**1414 IBM Bldg.**  
**Seattle, Wa. 98101**

This is to certify as to the existence of insurance with National Union Fire Insurance Company; as described below:

Name of Assured: **METRO COMPANY, a partnership consisting of Robert J. Mitchell, Robert R. Glinther, Clyde W. Geraghty, Harvey W. Marlin, Jr., Carl J. Erickson and Conrad G.B. Frank, and TRANSPORTATION SERVICES, INC. and NORTHERN COMMERCIAL COMPANY DBA N C MACHINERY COMPANY, as their interest may appear**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Premises 1,000 Feet West of N.C. Machinery Premises, Fairbanks, Alaska**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7440232** From: **2/1/75** To: **12/31/77**  
Limits: **\$120,000.00 on Building per Additional Interest Endorsement #5 (copy attached)**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
On **March 6, 1975**

BY \_\_\_\_\_  
**George M. Richner**

CERTIFICATE OF INSURANCE

Issued To  
**Transportation Services, Inc.**  
**1040 East 1st Avenue**  
**Anchorage, Alaska**

Issued By  
**Alexander & Alexander, Inc.**  
**1414 IBM Bldg.**  
**Seattle, Wa. 98101**

This is to certify as to the existence of insurance with National Union Fire Insurance Company, as described below:

Name of Assured: **METRO COMPANY, a partnership consisting of Robert J. Mitchell, Robert R. Glinther, Clyde W. Geraghty, Harvey W. Marlin, Jr., Carl J. Erickson and Conrad G.B. Frank, and TRANSPORTATION SERVICES, INC. and NORTHERN COMMERCIAL COMPANY DBA N C MACHINERY COMPANY, as their interest may appear**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Premises 1,000 Feet West of N.C. Machinery Premises, Fairbanks, Alaska**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232** From: **2/1/75** To: **12/31/77**  
Limits: **\$120,000.00 on Building per Additional Interest Endorsement #5 (copy attached)**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington  
On March 6, 1975

BY \_\_\_\_\_  
George M. Richner



CERTIFICATE OF INSURANCE

Issued To

**Bayless & Roberts, Inc.  
Copper Center  
Alaska**

Issued By

**Alexander & Alexander, Inc.  
1414 IBM Bldg.  
Seattle, Wa. 98101**

This is to certify as to the existence of insurance with National Union Fire Insurance Company; as described below:

Name of Assured: **NORTHERN COMMERCIAL COMPANY, ET AL (Additional Named Insured pertaining to Building is "Bayless & Roberts, Inc." As their interest may appear per Additional Interest Endorsement #6 attached to certificate)**

Address of Assured: **1110 Third Avenue, Seattle, Wa. 98101**

Location of Risk: **Plantsite of the Insured, Valdez, Alaska (This Certificate Applies Only To Building At Described Location)**

Kind of Insurance: **"All Risks" - \$5,000 Deductible all perils, except Earthquake which is 5% of the total value at location of loss, subject to maximum of \$100,000.00**

Policy No. **7448232**

From: **2/1/75**

To: **12/31/77**

Limits: **\$90,000.00 on Building**

It is hereby understood and agreed that the certificate holder will be given ten (10) days written notice before any reduction of coverage or cancellation of this insurance is effective.

National Union Fire Ins. Co.

Dated at Seattle, Washington

On **March 6, 1975**

BY

George M. Richner



## LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy shall be paid to **AMERICAN ACCEPTANCE CORPORATION,**  
**As Their Interest May Appear, but only as respects Evinrude-Bryant**  
**Security Finance Plan**

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at **841 Chestnut St., Philadelphia, PA 19107**

or, if none be specified, at its head office at **7448232** of **National Union Fire Insurance Co.,**

Attached to Policy No. **7448232** of **National Union Fire Insurance Co.,**

Issued to **NORTHERN COMMERCIAL COMPANY, ET AL**

Agency at **Seattle, Washington** Date **Eff. 2/1/75**

**END. #12**

Approved:

Board of Fire Underwriters of the Pacific,  
 California Bankers' Association,  
 Committee on Insurance.

Agent.



## LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy shall be paid to **The Equitable Life Assurance Society of The United States, 393 Seventh Avenue, New York 1, N.Y. - applies only to Dept. Store Building at S.E. Corner 6th Ave. & "D" St., Anchorage, Alaska**

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereon.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy, as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at \_\_\_\_\_ or, if none be specified, at its head office at \_\_\_\_\_

Attached to Policy No. **7448232** of **NATIONAL UNION FIRE INS. CO.**

Issued to **NORTHERN COMMERCIAL COMPANY, ET AL**

Agency at **Seattle, Washington**

Date **EFF 2/1/75**

**End. #11**

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

Agent.

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to **EVERETT TRUST & SAVINGS BANK**  
**APPLIES ONLY TO BUILDING AT 2020 FREEWAY DRIVE, MT. VERNON, WA.**

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at **OAK HARBOR, WA.**  
 or, if none be specified, at its head office at \_\_\_\_\_

Attached to Policy No. **7448232** of **NATIONAL UNION FIRE INS. CO.**

Issued to **NORTHERN COMMERCIAL COMPANY, ET AL**

Agency at **SEATTLE, WASHINGTON** Date **EPP. 2/1/75**

**END. #10**

Approved:

Board of Fire Underwriters of the Pacific,  
 California Bankers' Association,  
 Committee on Insurance.

Agent.

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to **ASSOCIATES LEASING, INC. - APPLIES ONLY TO LEASES 9412, 231-24; 9412, 261-24; 9412, 140-24; 9412, 205-24; 9412, 070-24 and 9411, 766-18**

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at **The City, Suite #920 One City Blvd. West, Orange, California 92668** or, if none be specified, at its head office at **National Union Fire Ins. Co.**

Attached to Policy No. **7449232** of **NORTHERN COMMERCIAL COMPANY, ET AL**  
Issued to **SEATTLE, WASHINGTON** Date **EFF 2/1/75**  
Agency at **END. #2A**

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance.

Agent.

NORTHERN COMMERCIAL COMPANY

AND

ITS DIVISIONS, SUBSIDIARY AND AFFILIATED COMPANIES AND CORPORATIONS

(AS IS NOW OR MAY HEREAFTER BE CONSTITUTED)

PROPERTY DAMAGE AND BUSINESS INTERRUPTION (U&O) INSURANCE

1. PROPERTY INSURED

This policy insures all real and personal property of every description (including improvements and betterments) owned, leased, rented, acquired or occupied by the insured, or property of others in the custody of the insured for which the insured is liable or has assumed liability (excluding property in transit) located anywhere in the United States of America and Canada.

2. PERILS INSURED

This policy insures against "all risks" of physical loss occurring during the period of this policy, including loss caused by order of civil authority.

3. PROPERTY EXCLUDED

This policy does not insure loss or damage to:

- A. Land values.
- B. Money, currency, notes, securities, deeds, accounts and evidences of debt.
- C. Property sold by the insured under conditional sale or other deferred payment plan after delivery to customers.
- D. Property in course of ocean transit.
- E. Aircraft.
- F. Watercraft, other than those held by the insured for sale.

4. PERILS EXCLUDED. Unless fire, explosion or sprinkler leakage ensues and then these exclusions shall not apply to resulting loss.

- A. Wear, tear, gradual deterioration and inherent vice.
- B. Infidelity on the part of the insured or their employees.

- C. Loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any government or public authority.
- D. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless fire or explosion ensues, and then only for the actual loss or damage caused by such ensuing fire or explosion.
- E. Loss or damage arising directly or indirectly from nuclear reaction or nuclear radiation, however, such nuclear reaction or nuclear radiation may have been caused. Nevertheless, if a fire arises directly or indirectly from nuclear reaction or nuclear radiation, any loss or damage arising directly from that fire shall (subject to the provisions of this policy) be covered excluding, however, all loss or damage caused by nuclear reaction or nuclear radiation arising directly or indirectly from that fire.
- F. Breakdown or derangement of machinery and/or boiler explosion, unless fire ensues, and then only for the actual loss or damage caused by such ensuing fire.
- G. All loss the originating cause of which is flood. The word "flood" shall mean the rising or overflow of rivers and streams or the cutting away of their banks by action of the flow.

## BUSINESS INTERRUPTION (U & O)

5. Subject to all terms and conditions otherwise expressed herein.
- A. This policy shall also cover against loss resulting from necessary interruption of business conducted by the Assured caused by direct physical loss, damage or destruction by any of the perils covered during the term of this policy, to real or personal property as otherwise insured hereunder.
- B. If such loss occurs during the term of this policy, it shall be adjusted on the basis of ACTUAL LOSS SUSTAINED BY THE ASSURED, consisting of:
- Item I The net profit which is thereby prevented from being earned; and
  - Item II On all fixed charges and expenses, only to the extent that they must necessarily continue during the interruption of business and only to the extent to which they would have been earned had no loss occurred, including, but not limited to, salaries of indispensable employees, superintendents, executives and employees under contract, taxes, interest, rents, royalties, premiums, special contracts, dues, subscriptions, fees, accounting and legal expenses and fees.
- C. The length of time of suspension for which loss may be claimed:
- 1. Shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the above described property as has been destroyed or damaged; and
  - 2. Shall commence with the date of such destruction or damage and not be limited by the date of expiration of this policy.
- D. Expenses to Reduce Loss: This policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this policy, not exceeding, however, the amount by which the loss under this policy is thereby reduced.
- E. Experience of the Business: In determining the amount of net profit, charges and expenses covered hereunder, for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no loss occurred.



- F. This policy is extended to cover interruption of business as otherwise insured against by this policy, resulting from damage to or destruction of any generating plant, power house, sub station, transformer, or other equipment or machinery, including transmission lines, furnishing electricity, steam or gas to and not located on the insured's premises.

6. EXTRA EXPENSE INSURANCE

This company shall be liable under this policy for the actual loss sustained by reason of such extra expense as it may be necessary to incur to continue the normal conduct of the business of the insured for not exceeding such length of time plus not exceeding thirty (30) additional days, commencing with the date of destruction or damage, and not limited by the date of expiration of this policy, as shall be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property herein described as may be destroyed or damaged.

7. RENTAL INCOME INSURANCE

If any one location which is leased or rented from or to others, including lease or rental agreements to or from affiliated or subsidiary companies of the insured be damaged or destroyed during the term of this policy by the perils insured against so as to render such wholly or partially untenable this company shall be liable for the loss of "rental income" as defined herein, resulting from such untenability, less such charges and expenses as do not necessarily continue during the period of untenability, but not exceed the actual loss sustained resulting from such untenability, and for only such length of time, plus exceeding thirty (30) additional days, as would be required with the exercise of due diligence and dispatch to restore to a tenantable condition such property as has been damaged or destroyed, commencing with the date of such damage or destruction and not limited by the date of expiration of this policy.

The term "rental income" as stated herein shall mean:

The rental income derived by the insured, or any additional insured for whom the insured has agreed to provide rental income insurance from property insured hereunder determined according to Bona Fide leases, contracts or agreements in force, plus fair rental value of those portions of any property insured hereunder which are occupied by the insured or which are with or without any occupant.

8. LIMITS OF LIABILITY (PROPERTY DAMAGE AND U & O)

The liability under this policy for loss or damage by any one occurrence at any one location shall not exceed \$2,000,000 or as follows or later endorsed.

1. / \$ 9,000,000.00 on premises, Tukwila, Washington
- 703574 • 2. / 10,000,000.00 Department Store and related distribution center operations, Anchorage, Alaska ✓  
19
- 703573 • 3. / 6,000,000.00 on premises situate on Arctic Blvd. (formerly Campbell Station Road), Anchorage, Alaska  
25
- 703574 • 4. / 3,000,000.00 on department store operations, Fairbanks, Alaska ✓  
28
5. / 3,000,000.00 on premises, 2500 Westlake Avenue North, Seattle, Washington  
31
- 703575 • 6. / 13,000,000.00 NC Machinery operations (including leased premises) Steese Highway, O.C.L., Fairbanks, Alaska  
44
- 703576 • 7. / 3,500,000.00 Bethel Site, Bethel, Alaska (New and old sites)  
47
- 703577 • 8. / 2,500,000.00 on premises of Caterpillar Sales and Service, Whitehorse, Yukon Territory ✓  
49
9. 2,500,000.00 premises 2020 Freeway Drive, Mt. Vernon, Washington  
52 500

9. DEDUCTIBLE CLAUSE - ALL LOSS EXCEPT EARTHQUAKE

The combined deductible for all loss except from earthquake shall be \$5,000.00 per occurrence at each location.

10. DEDUCTIBLE CLAUSE - EARTHQUAKE

The combined deductible for loss or damage by earthquake shall be the greatest of the following per occurrence at each location.

- a) \$5,000.00 or
- b) 5% of the total value at location of loss, subject to maximum of \$100,000.

11. OCCURRENCE - DEFINED

The term "occurrence" shall mean any one loss, disaster or casualty or series of losses, disasters, or casualties arising out of one event.

12. EARTHQUAKE - DEFINED

Each loss by earthquake shall constitute a single claim hereunder; provided, if more than one earthquake shock shall occur within any period of seventy-two (72) hours during the term of this policy, such earthquake shocks shall be deemed to be a single earthquake within the meaning hereof. This company shall not be liable for any loss caused by any earthquake shock occurring before the effective date and time of this policy, nor for any loss occurring after the expiration date and time of this policy.

13 a. LOCATION - DEFINED

Location shall be as specified in the special list of locations or in the case of property at "unlisted locations" location shall mean all property at the operation premises and any warehousing that is subsidiary to it and located in the vicinity of the operation.

13 b. CIVIL AUTHORITY - DEFINED

Any loss or increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair, demolition, condemnation or destruction of any property insured hereunder, including the loss of use thereof. Civil authority includes but is not limited to any municipal, city, county, state or federal authority.

## GENERAL CONDITIONS

### 14. ADDITIONAL INSURED

Any other entity for which the insured has agreed in writing to provide insurance, or which is specifically added hereto by endorsement, is included as an additional insured hereunder.

### 15. LOSS PAYABLE

Loss, if any, hereunder, shall be adjusted with the insured and payable to the insured or order, in United States currency.

### 16. VALUATION CLAUSE

#### A. PROPERTY SOLD BUT NOT DELIVERED

This company shall not be liable for more than the net selling price of the insured after all allowances and discounts.

#### B. ALL REAL AND PERSONAL PROPERTY

This company's liability for loss or damage shall be:

- 1) The amount of insurance provided for in this policy;
- 2) The replacement value (without deduction for depreciation) of the insured property at the time and place of loss;
- 3) On inventory, the insured's cost landed.

### 17. EXTENSIONS OF COVERAGE

This company will pay:

- A. DEMOLITION: Any increase of loss occasioned by the enforcement of any ordinance or law regulating construction or repair which necessitates the demolition of any portion of the property insured hereunder which has not suffered damage by the perils insured against, or which necessitates, in repairing or replacing the property insured hereunder which has not suffered damage by the perils insured against, or which has undergone demolition, a greater cost of repair or replacement;
- B. DEBRIS REMOVAL: For expenses incurred in the removal of debris occasioned by loss insured against in this policy;
- C. PERSONAL EFFECTS: At the option of the insured, for loss or damage to personal effects, the property of the insured or others;

- D. CONSEQUENTIAL DAMAGE: For consequential loss or property covered hereunder caused by change of temperature resulting from total or partial destruction by any peril insured against in this policy, or refrigerating or cooling apparatus, connections or supply pipes thereof;

18. ERROR OR OMISSION

It is agreed that this insurance shall not be prejudiced by any inadvertent omission or error in description if prompt notice be given this company as soon as said omission or error becomes known.

19. TENANT'S IMPROVEMENTS AND BETTERMENTS

"Tenant's improvements and betterments" are covered as personal property of the named insured under this policy, regardless of whether or not the same have or will become a permanent or integral part of the building(s) or the property of the builder owner or lessor. ~~This company agrees to accept and consider the insured~~ in the event of loss in the position of sole and unconditional owner of such "tenant's improvements and betterment's" irrespective of any limitation upon the interest of the insured resulting from any lease or rental agreement affecting the same. This policy, however, shall not contribute to the payment of any loss to "tenant's improvements and betterments" covered under any policy or policies issued in the name of the owner of said building(s) or of others than the insured name in this policy.

20. AUTOMATIC REINSTATEMENT

Any loss hereunder shall not reduce the amount of this policy.

21. WAIVER OF SUBROGATION

This company agrees to waive any right of subrogation against any entity at the request of the insured, whether such request is made before or after a loss occurs.

22. WAR AND NUCLEAR EXCLUSION

Loss or damage caused by or resulting from:

- 1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
- 2) Any weapon of war employing atomic fusion or radioactive force whether in time of peace or war.
- 3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority; or risks of contraband or illegal transportation or trade; nuclear reaction or nuclear radiation or radioactive contamination. All whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in the policy; however, subject to the foregoing, and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

23. ACCUMULATIVE LOSS

In the event of any loss or damage hereunder, which in the aggregate does not exceed \$15,000, the insured may, after giving due notice of loss to this company immediately make all necessary repairs. The insured will not be required to furnish proof of loss until the aggregate amount of such loss or damage exceeds the sum of \$15,000, provided that the insured should execute and furnish proof of loss for the accumulated losses at the end of each policy year.

24. NOTICE OF LOSS

In the event of loss or damage likely to be insured against by this policy, the insured shall give notice of loss to this company as soon as practicable. If the insured and company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by this company, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then on request of the insured or the company such umpire shall be selected by a judge of court of record in the state

in which the property covered is located. The appraisers shall then appraise the loss, stating separately the loss of each item; and failing to agree shall submit their differences, only, to the umpire, an aware in writing, so itemized, of any two when filed with the company shall determine the amount of loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid to the parties equally.

25. PROTECTION OF PROPERTY

If, in the event of loss, it shall be necessary for the insured to use reasonable means to safeguard and recover the property covered or its value, without prejudice to this insurance, this company will contribute to the just and reasonable charges thereof.

26. BRAND AND LABEL CLAUSE

In the event of loss or damage to any property bearing the insured's own label or brand, the insured has the right of approval or disapproval of any firm offering to purchase such merchandise for salvage, without prejudice to this insurance.

27. VALUE REPORTING CLAUSE

As soon as practicable after each quarter the insured shall submit to the company a report of the average building, equipment, and inventory and business interruption values. The premium shall be computed in accordance with the average rate schedule for the location as filed with this company in accordance with the average value reported and an additional or return premium allowed after annual audit.

28. CANCELLATION

This policy may be cancelled by the insured by mailing to this company written notice stating when such cancellation shall be effective. This policy may be cancelled by this company by mailing to the insured at the address shown in this policy written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice of aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by this company shall be equivalent to mailing. Cancellation by the company shall be at a pro rata premium and at the normal short rate premium for the insured.

It is hereby agreed that the terms and conditions of this form are substituted for those of the policy to which it is attached, the provisions of the later being hereby waived, except provisions required by law to be inserted in the policy.

The provisions included on other pages of this form attached hereto are referred to and made a part hereof.

ATTACHED TO AND FORMING PART OF POLICY #

**744-02-32**

ISSUED TO: NORTHERN COMMERCIAL COMPANY, ET AL

DATED: Eff. 2/1/75

COMPANY: **NATIONAL UNION FIRE INS. CO.**

BY

Authorized Representative